

**SOLICITATION, OFFER AND AWARD**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

DO-C9

PAGE OF 1

PAGES 124

2. CONTRACT NO.  
NAS8-01121

3. SOLICITATION NO.  
8-1-0-E4-C9392-FINAL

4. TYPE OF SOLICITATION  
☐ SEALED BID (IFB)  
☒ NEGOTIATED (RFP)

5. DATE ISSUED  
2/13/01

6. REQUISITION/PURCHASE NO.  
1-0-E4-C9392 (1F)  
1-0-E4-C9392 S-1 (1F)

ED BY:

CODE PS24-J

ement Office/PS24-J/Southgate  
George C. Marshall Space Flight Center  
National Aeronautics and Space Administration  
Marshall Space Flight Center, AL 35812

8. ADDRESS OFFER TO (If other than item 7)

Same as Block 7.

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"**

**SOLICITATION**

9. Sealed offers in original and 10 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in See Section L, 11(b). CAUTION - LATE Submissions, Modification, and Withdrawals: See Section L, Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME

Lynn P. Southgate

B. TELEPHONE NO. (NO COLLECT CALLS)

AREA CODE 256

NUMBER 961-2090

EXT.

C. E-MAIL ADDRESS

lynn.southgate@msfc.nasa.gov

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**OFFER (Must be fully completed by offeror)**

**Note: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the stated point(s), within the time specified in the schedule.

SCOUNT FOR PROMPT PAYMENT  
(See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS  
%

20 CALENDAR DAYS  
%

30 CALENDAR DAYS  
%

CALENDAR DAYS  
%

14. ACKNOWLEDGMENT OF AMENDMENTS  
(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

15A. NAME AND ADDRESS OF OFFEROR

CODE 06485  
Pace and Waite, Inc.  
7501 S. Memorial Parkway, Suite 205  
Huntsville, Alabama 35802

FACILITY

16. NAME AND TITLE OF PERSON AUTH. TO SIGN OFFER  
(Type or print)

Doyle McBride, Contracts Manager

15B. TELEPHONE NO.

AREA CODE 256

NUMBER 885-0745

EXT. 24

15C.

CHECK IF REMITTANCE ADDRESS IS  
☐ DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE

/s/ Doyle McBride

18. OFFER DATE  
23 July 2001

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED  
All

20. AMOUNT  
\$2,889,997

21. ACCOUNTING AND APPROPRIATION  
949-10-00-W151-E4-1-003-000-2550 \$300,000

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

☐ 10 U.S.C. 2304(c) ( )

☐ 41 U.S.C. 253(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM  
G.1

24. ADMINISTERED BY (if other than item 7)  
Terry Ware  
256-544-1537

CODE PS24-N

25. PAYMENT WILL BE MADE BY

CODE RS23

Accounting Operations Office  
NASA, George C. Marshall Space Flight Center  
Marshall Space Flight Center, AL 35812  
Automated Invoice Payment Information: (256) 544-5566

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

/s/ Byron W. Butler  
(Signature of Contracting Officer)

28. AWARD DATE  
AUG 16 2001

**AWARD** - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice

**FOR LOCAL REPRODUCTION**  
(THIS EDITION UNUSABLE)

## SECTION B

### SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The purpose of this contract is to acquire Configuration and Data Management (C&DM) Mission Services for the Marshall Space Flight Center. This contract provides two basic methods for the acquisition of these services. The first method is Cost-Plus-Incentive-Fee Core Services. Under this method, the Contractor is required to furnish all the services identified as Core Services and described in Section J as Work Breakdown Structure (WBS) elements 1.1 and 1.2, and also provide all management effort for work performed under the contract's Indefinite-Delivery-Indefinite-Quantity (IDIQ) provisions. The second method is IDIQ which provides for the acquisition of necessary labor, supplies, and other services of a recurring nature that cannot be sufficiently identified, predetermined, or quantified in advance. This second section identified as IDIQ is described in Section J as WBS elements 1.3, 1.4, 1.5, and 1.6.

(b) The Contractor shall provide all resources, including management, supervision, labor, materials, supplies, and equipment (except as may be expressly stated in this contract as furnished by the Government) necessary to provide configuration and data management mission services in accordance with the Description/Specifications/Performance Work Statement in Section J.

(End of clause)

#### B.2 GENERAL

MSFC will award a performance-based Cost-Plus-Incentive-Fee (CPIF)/IDIQ contract for a 1-year base period with four 1-year options.

A. CPIF Core Services. Work that can be identified in advance, both in sufficient detail and quantities, is identified as CPIF Core Services, henceforth identified as Core work. Core work in this contract includes all work identified in Section J as WBS elements 1.1 and 1.2.

B. CPIF IDIQ Work. Costs associated with work performance that is of a recurring nature, but cannot be sufficiently predetermined are reflected in Clause B.3. The IDIQ services include all work identified in Section J as WBS elements 1.3, 1.4, 1.5, and 1.6.

(End of clause)



### B.3 TOTAL ESTIMATED COST AND INCENTIVE FEE AMOUNTS

A.1. The total authorized amount for performance of all work for the applicable period is as follows, and shall not be exceeded without prior written approval of the Contracting Officer (CO).

<u>PERIOD COVERED</u>	<u>CORE COST AMOUNT</u>	<u>POTENTIAL CORE INCENTIVE FEE</u>	<u>AUTHORIZED IDIQ COST AMOUNT</u>	<u>POTENTIAL AUTHORIZED IDIQ INCENTIVE FEE</u>	<u>TOTAL AUTHORIZED AMOUNT</u>
9/1/01-8/31/02	\$1,661,375	\$107,989	\$**	\$**	\$1,769,364

A.2. The minimum maximum, and authorized IDIQ amounts, inclusive of cost and fee, for the applicable period are as follows:

<u>PERIOD COVERED</u>	<u>MINIMUM IDIQ AMOUNT</u>	<u>MAXIMUM IDIQ AMOUNT</u>	<u>AUTHORIZED IDIQ AMOUNT</u>
9/1/01-8/31/02	\$1,120,633	\$6,723,794	\$**

**\*\*To be negotiated subsequent to award.**

B. In the event this contract is extended by exercise of the options pursuant to Clause 52.217-9 (Section F), the scope of work for the additional periods shall be that defined in Section J of this contract. The rates set forth in this section shall apply to any renewal pursuant to Clause 52.217-9. The amounts applicable to each option period are set forth below:

<u>OPTION NO.</u>	<u>PERIOD COVERED</u>	<u>CORE COST AMOUNT</u>	<u>POTENTIAL CORE INCENTIVE FEE</u>	<u>MINIMUM IDIQ AMOUNT</u>	<u>MAXIMUM IDIQ AMOUNT</u>
01	9/1/02-8/31/03	\$1,665,374	\$108,249	\$1,149,427	\$6,896,559
02	9/1/03-8/31/04	\$1,706,382	\$110,915	\$1,187,726	\$7,126,357
03	9/1/04-8/31/05	\$1,753,283	\$113,963	\$1,223,355	\$7,340,123
04	9/1/05-8/31/06	\$1,808,471	\$117,551	\$1,261,274	\$7,567,638

C. The IDIQ consists of services which cannot be predetermined. These services shall be ordered in accordance with Federal Acquisition Regulation (FAR) clauses entitled "Ordering," "Order Limitations," and "Indefinite Quantity" found in Section I. Task Orders with fund citations thereon shall be issued by the CO pursuant to Section G.4. The estimated maximum amount for these services is \$6,723,794 (Basic Award). This is an estimate only and does not reflect an obligation of the Government to order. The Government's obligation for the indefinite quantity is limited to that specified in FAR 52.216-19, Order Limitations, and in individual delivery orders issued

during the term of this contract. If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable price adjustment. The award of this IDIQ contract does not inhibit the Government's right to later award separate contracts for similar work.

(End of clause)

B.4 CONSIDERATION, ORDERING, AND PAYMENT

A. The Contractor shall be reimbursed for costs expended in the performance of work called for in Sections B through J in accordance with FAR 52.232-25, "Prompt Payment," and FAR 52.323, "Payment by Electronic Funds Transfer - Other than Central Contractor Registration."

B. IDIQ work shall be ordered under this contract in accordance with Clause G.4 "Task Ordering Procedure" and FAR 52.216 "Ordering."

C. The Contractor shall voucher for payment of cost and fee(s) in accordance with Clauses G.1 "Submission of Vouchers for Payment" of the contract and E.4 "Contractor's Self-Surveillance Reports."

(End of clause)

B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
9/1/01 - 8/31/02	\$541
9/1/02 - 8/31/03	\$458
9/1/03 - 8/31/04	\$472
9/1/04 - 8/31/05	\$486
9/1/05 - 8/31/06	\$501

(End of clause)

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$286,502. This allotment is for Configuration and Data Management Services and covers the following estimated period of performance: September 1, 2001, through October 31, 2001.

(b) An additional amount of \$13,498 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Core Cost	\$-0-	\$286,502	\$286,502
Provisional Core Incentive Fee	\$-0-	\$13,498	\$13,498
Estimated IDIQ Cost	\$-0-	\$-0-	\$-0-
Provisional IDIQ Incentive Fee	\$-0-	\$-0-	\$-0-
Earned Incentive Fee	\$-0-	\$-0-	\$-0-
Total Sum Allotted	\$-0-	\$300,000	\$300,000

(End of clause)

B.7 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General And Administrative Costs

Period Covered

Rate

Basic Year  
Option 1  
Option 2  
Option 3  
Option 4

(b)(4)

(b) It is mutually agreed that when indirect cost rate ceilings are specified, (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and, (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(End of clause)

[END OF SECTION]

## SECTION C

### DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

#### C.1 DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

The Description/Specifications/Performance Work Statement is Attachment J-1.

(End of clause)

#### C.2 GENERAL

It is understood and agreed that the work performed under this contract is on a "Mission" basis and that the performance work statement is stated in broad terms in order to achieve maximum required flexibility. The Contractor's obligation under this contract may include resolution of unusual or emergency situations that may occur from time to time throughout the period of performance. Work of this nature will be by "Technical Directives" from the Contracting Officer or his Representative, as further defined in clause G.3. Services so directed will be considered within the general scope of the contract, entirely within the Contractor's original contractual obligation, and shall not constitute nor be construed as a change within the meaning of the clause of this contract entitled "Changes- Cost Reimbursement -Alternate II." However, if any written direction by the Government through Technical Directives is considered by the Contractor to be outside the scope of his contractual obligation, the Contractor, before performing any effort pursuant to such Government direction, shall refer such questions to the Contracting Officer for resolution.

(End of clause)

#### C.3 EXCLUDED FUNCTIONS AND RESPONSIBILITIES

Functions and responsibilities directly involved or associated with the management of any MSFC directorate, department, or office are expressly excluded from this contract. Any instructions, directives, or orders issued under this contract involving such MSFC management functions and responsibilities shall be null and void. The following activities are representative of the excluded functions and responsibilities that cannot be provided by the Contractor for the Government:

- Policy making or management of MSFC operations;
- Program or project management;

- Technical management of Government contracts;
- MSFC management planning, programming (including preparation of scopes of work and/or procurement requests for items to be contracted for by MSFC), budgeting, review, and analysis;
- Direction or supervision of other Government Contractors or Government agencies, or otherwise acting as an agent to obligate or commit MSFC in any capacity;
- Clerical and other administration-type functions required to be performed by civil service personnel; and
- Supervision of Government employees.

(End of clause)

[END OF SECTION]

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

(a) The Contractor shall preserve, pack, and mark for shipment all items deliverable under this contract in accordance with good commercial practices and adequate to ensure both acceptance by common carrier and safe transportation at the most economical rate(s).

(b) The Contractor's markings on shipping containers shall be legible from a distance of 36 inches. The Contractor may mark by stencil, rubber stamp, or lacquer over a coated gummed label.

(c) The Contractor shall place identical requirements on all subcontractors.

(End of clause)

[END OF SECTION]



## SECTION E

### INSPECTION AND ACCEPTANCE

#### E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clause is hereby incorporated by reference:

52.246-5 Inspection of Services -- Cost-Reimbursement (Apr 1984)

(End of clause)

#### E.2 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (1852.246-71) (OCT 1988)

In accordance with the Inspection clause of this contract, the Government intends to perform the following functions at the locations indicated.

<u>Item</u>	<u>Quality Assurance Function</u>	<u>Location</u>
All	Final Inspection & Acceptance	MSFC, Alabama

(End of clause)

#### E.3 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

<u>TITLE</u>	<u>NUMBER</u>	<u>DATE</u>
Marshall Management Manual	MPD 1280.1	12/6/99

(End of clause)

#### E.4 CONTRACTOR'S SELF-SURVEILLANCE REPORTS

Each instance where the Contractor is found to be inaccurate in the Contractor's self-surveillance reports shall be dealt with in accordance with Attachment J-4, "Surveillance and Cost-Plus-Incentive-Fee Plan."

(End of clause)

E.5 SAFETY PERFORMANCE EVALUATION

Safety performance shall be evaluated in accordance with  
Attachement J-12, "Safety Performance Evaluation."

(End of clause)

[END OF SECTION]

## SECTION F

### DELIVERIES OR PERFORMANCE

#### F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

52.242-15 Stop-Work Order (Aug 1989) -- Alternate I (Apr 1984)

52.247-34 F.O.B. Destination (Nov 1991)

(End of clause)

#### F.2 PERIOD OF PERFORMANCE

(a) The period of performance of this contract shall be September 1, 2001 - August 31, 2002.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Option No.</u>	<u>Period of Performance</u>
1	9/1/02 - 8/31/03
2	9/1/03 - 8/31/04
3	9/1/04 - 8/31/05
4	9/1/05 - 8/31/06

(End of clause)

#### F.3 PLACE OF PERFORMANCE (MSFC 52.237-91) (FEB 2001)

The Contractor shall perform the work under this contract at Marshall Space Flight Center, and at such other locations as may be approved in writing by the Contracting Officer.

(End of clause)

#### F.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

[END OF SECTION]

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87)  
(MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b)(1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

RS23/Accounting Operations Office  
NASA, George C. Marshall Space Flight Center  
Marshall Space Flight Center, AL 35812

(2) For any period that the Defense Contract Audit Agency (DCAA) has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the Contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment through the Contractor's cognizant DCAA Office to the NASA paying office identified in Paragraph (b)(1) above.

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment, to the following offices by insertion in the memorandum block of their names and addresses:

- (i) Copy 1 NASA Contracting Officer;
- (ii) Copy 2 Auditor;
- (iii) Copy 3 Contractor;
- (iv) Copy 4 Contract administration office; and
- (v) Copy 5 Project management office.

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

RS23/Commercial Accounting Office  
NASA, George C. Marshall Space Flight Center  
Marshall Space Flight Center, AL 35812

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.2 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION  
CLEARANCE (MSFC 52.204-90) (NOV 1999)

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, Contractor Badge/Decal Application. Requests for badging shall be submitted to the appointed Contracting Officer's Technical Representative for completion and approval prior to processing by the MSFC Protective Services Department.

(b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," prior to finalization of employment termination.

(c) Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Security Division, Marshall Space Flight Center, Alabama 35812.

(End of clause)

G.3 TECHNICAL DIRECTION (1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines



of inquiry regarding matters within the general tasks and requirements in Section J of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that --

(1) Constitutes an assignment of additional work outside the statement of work;

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is --

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the Changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

G.4 TASK ORDERING PROCEDURE (For WBS Elements 1.3-1.6)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, The Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the completed task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 5 work days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan and cost proposal conforming to the request. In addition to labor costs in accordance with Attachment J-10, material and any related burden shall be included; any applicable procurement burden rates shall be applied.

(d) After review and necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objective or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance Standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of incentive fee among incentive fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.,) authorized.

(7) Delivery/performance schedule, including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgement of receipt to the Contracting Officer within 2 days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be used.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(i) Contractor shall submit monthly task order progress reports in accordance with DRD 892 MA-002.

(End of clause)

G.5 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71)  
(JUN 1998)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

The Contractor shall retain responsibility for notifying cognizant property custodians of all changes in status associated with installation-provided property. All equipment users shall (1) report any missing or untagged (meeting the criteria for control) property to the cognizant

property custodian; (2) notify the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft, damage, or loss of Government property is suspected; (3) ensure that installation-provided property is used only in pursuit of approved NASA programs and projects, or as otherwise authorized; (4) identify property not being actively used in pursuit of approved programs and projects; and (5) ensure that property is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will the Contractor dispose of installation property.

The Contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable record-keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;

(iii) The Contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all Contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The Contractor shall assume accountability and financial reporting responsibility for such property. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall

be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

G.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES  
(1852.245-77) (JUL 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation, which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for Contractor employees for unofficial calls, both local and long distance.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available to the Contractor is listed in Attachment J-7. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Supplies from stores stock.

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

(f) Installation service facilities.

(g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(h) Cafeteria privileges for Contractor employees during normal operating hours.

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property,

(End of clause)

G.7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES  
(52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY:  
IT IS NOT A WAGE DETERMINATION

A. Classification, Grades and Rates

<u>Classification</u>	<u>Grade</u>	<u>Hourly Rate</u>
Accounting Clerk III	GS04	\$10.79
Accounting Clerk IV	GS05	\$12.08
Secretary III	GS06	\$13.46
Engineering Technician III	GS05	\$12.51

B. Fringe Benefits (applicable to all classifications)

1. Health and Insurance

Life, accident, and health insurance and sick leave programs, 5.1 percent of basic hourly rate.



### Holidays

- |                                  |                     |
|----------------------------------|---------------------|
| a. New Year's Day                | f. Labor Day        |
| b. Martin Luther King's Birthday | g. Columbus Day     |
| c. President's Day               | h. Veterans' Day    |
| d. Memorial Day                  | i. Thanksgiving Day |
| e. Independence Day              | j. Christmas Day    |

### 2. Vacation or Paid Leave

- a. 2 hours of annual leave each week for an employee with less than 3 years of service.
- b. 3 hours of annual leave each week for an employee with three but less than 15 years of service.
- c. 4 hours of annual leave each week for an employee with 15 or more years of service

### 3. Retirement

1.5 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of clause)

[END OF SECTION]

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

1852.208-81 Restrictions on Printing and Duplicating (Aug 1993)  
1852.228-75 Minimum Insurance Coverage (Oct 1988)  
1852.242-71 Travel Outside of the United States (Dec 1988)

(End of clause)

#### H.2 ASBESTOS MATERIAL (MSFC 52.223-90) (MAR 1993)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify representatives of the Environmental Health Office, an office within the MSFC Medical Center, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of clause)

#### H.3 APPROVAL OF CONTRACT (52.204-1) (DEC 1989)

This contract is subject to the written approval of the Procurement Officer and shall not be binding until so approved.

(End of clause)

#### H.4 ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Pursuant to FAR 9.504, the Contracting Officer is responsible for identifying and evaluating potential organizational conflicts early in the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award. The Offeror's attention is invited to this subpart.

(b) The Contracting Officer has determined that during performance of the contract, the Contractor, acting in a support role to the C&DM Office, will be a primary source of support in the development of Data Procurement Documents for inclusion in upcoming acquisitions. (For purposes of this clause, the term "Contractor" includes any division, separate company, or subsidiary that is wholly-owned by the parent corporation, or any subcontractor.) A conflict of interest may develop should the Contractor propose to obtain a contract for an acquisition for which the Contractor had a role in the development of the Data Procurement Documents. The existence of these conflicting roles might give the Contractor an unfair competitive advantage over the other potential Offerors.

(c) Within two working days of receipt of a task description causing such a conflict to arise, the Contractor shall notify the Contracting Officer and provide a report detailing

- (1) The nature of the conflict;
- (2) Plan for avoiding, neutralizing or mitigating the conflict; and
- (3) The benefits and risks associated with acceptance of this plan.

(d) The Contracting Officer shall review the report, and either authorize the performance of the task required, modify the task, or withdraw the task in its entirety. If the task is withdrawn or substantially modified by the Contracting Officer, the task or affected part thereof may later be performed by Government personnel or under another Government contract by a different Contractor not possessing a similar conflict of interest. The value of the work performed by personnel other than Contractor personnel, for contract effort that would have been required under this contract, to include administrative cost to the Government, will be unilaterally deducted from the total contract value.

(e) Any limitations of future contracting resulting from the Contractor's preparation of specifications/statements of work or access to proprietary, business confidential, or financial data of another company are identified in Clause H.5 "Limitation of Future Contracting."

(f) The terms of this clause and application of this FAR Subpart to the contract are not subject to negotiation.

(End of clause)

## H.5 LIMITATION OF FUTURE CONTRACTING

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective Offerors

is invited to FAR Subpart 9.5 -- Organizational Conflicts of Interest.

(b) The nature of those conflicts include:

- (1) An unfair competitive advantage
- (2) Existence of conflicting roles that might bias the Contractor's judgement

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract).

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

#### H.6 EMERGENCY EVACUATION PROCEDURES (1852.237-70) (DEC 1988)

The Contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of clause)

#### H.7 SECURITY REQUIREMENTS FOR UNCLASSIFIED TECHNOLOGY INFORMATION RESOURCES (1852.204-76) (JUL 2000)

(a) The Contractor shall comply with the security requirements outlined in NASA Policy Directive (NPD) 2810.1, Security of Information Technology, and NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology. These policies apply

to all IT systems and networks under NASA's purview operated by or on behalf of the Federal Government, regardless of location.

(b) (1) The Contractor shall ensure compliance by its employees with Federal directives and guidelines that deal with IT Security including, but not limited to, OMB Circular A-130, Management of Federal Information Resources, OMB Circular A-130 Appendix III, Security of Federal Automated Information Resources, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.), and all applicable Federal Information Processing Standards (FIPS).

(2) All Federally owned information is considered sensitive to some degree and must be appropriately protected by the Contractor as specified in applicable IT Security Plans. Types of sensitive information that may be found on NASA systems that the Contractor may have access to include, but are not limited to

--

- (i) Privacy Act information (5 U.S.C. 552a et seq.);
- (ii) Export Controlled Data, (e.g. Resources protected by the International Traffic in Arms Regulations (22 CFR Parts 120-130)).

(3) The Contractor shall ensure that all systems connected to a NASA network or operated by the Contractor for NASA conform with NASA and Center security policies and procedures.

(c) (1) The Contractor's screening of Contractor personnel will be conducted in accordance with NPG 2810.1, Section 4.5 for personnel requiring unescorted or unsupervised physical or electronic access to NASA systems, programs, and data.

(2) The Contractor shall ensure that all such employees have at least a National Agency Check investigation. The Contractor shall submit a personnel security questionnaire (NASA Form 531), Name Check Request for National Agency Check (NAC) investigation, and Standard Form 85P, Questionnaire for Public Trust Positions (for specified sensitive positions), and a Fingerprint Card (FD-258 with NASA overprint in Origin Block) to the Center Chief of Security for each Contractor employee requiring screening. The required forms may be obtained from the Center Chief of Security. In the event that the NAC is not satisfactory, access shall not be granted. At the option of the Government, background screenings may not be required for employees with recent or current Federal Government investigative clearances.

(3) The Contractor shall have an employee checkout process that ensures --

- (i) Return of badges, keys, electronic access devices and NASA equipment;

- (ii) Notification to NASA of planned employee terminations at least three days in advance of the employee's departure. In the case of termination for cause, NASA shall be notified immediately. All NASA accounts and/or network access granted terminated employees shall be disabled immediately upon the employee's separation from the Contractor; and

- (iii) That the terminated employee has no continuing access to

systems under the operation of the Contractor for NASA. Any access must be disabled the day the employee separates from the Contractor.

(4) Granting a non-permanent resident alien (foreign national) access to NASA IT resources requires special authorization. The Contractor shall obtain authorization from the Center Chief of Security prior to granting a non-permanent resident alien access to NASA IT systems and networks.

(d) (1) The Contractor shall ensure that its employees with access to NASA information resources receive annual IT security awareness and training in NASA IT Security policies, procedures, computer ethics, and best practices.

(2) The Contractor shall employ an effective method for communicating to all its employees and assessing that they understand any Information Technology Security policies and guidance provided by the Center Information Technology Security Manager (CITSM) and/or Center CIO Representative as part of the new employee briefing process. The Contractor shall ensure that all employees represent that they have read and understand any new Information Technology Security policy and guidance provided by the CITSM and Center CIO Representative over the duration of the contract.

(3) The Contractor shall ensure that its employees performing duties as system and network administrators in addition to performing routine maintenance possess specific IT security skills. These skills include the following:

- (i) Utilizing software security tools.
- (ii) Analyzing logging and audit data.
- (iii) Responding and reporting to computer or network incidents as per NPG 2810.1.
- (iv) Preserving electronic evidence as per NPG 2810.1.
- (v) Recovering to a safe state of operation.

(4) The Contractor shall provide training to employees to whom they plan to assign system administrator roles. That training shall provide the employees with a full level of proficiency to meet all NASA system administrators' functional requirements. The Contractor shall have methods or processes to document that employees have mastered the training material, or have the required knowledge and skills. This applies to all system administrator requirements.

(e) The Contractor shall promptly report to the Center IT Security Manager any suspected computer or network security incidents occurring on any system operated by the Contractor for NASA or connected to a NASA network. If it is validated that there is an incident, the Contractor shall provide access to the affected system(s) and system records to NASA and any NASA designated third party so that a detailed investigation can be conducted.

(f) The Contractor shall develop procedures and implementation plans that ensure that IT resources leaving the control of an



assigned user (such as being reassigned, repaired, replaced, or excessed) have all NASA data and sensitive application software permanently removed by a NASA- approved technique. NASA-owned applications acquired via a "site license" or "server license" shall be removed prior to the resources leaving NASA's use. Damaged IT storage media for which data recovery is not possible shall be degaussed or destroyed. If the assigned task is to be assumed by another duly authorized person, at the Government's option, the IT resources may remain intact for assignment and use of the new user.

(g) The Contractor shall afford NASA, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases and personnel. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data, and to preserve evidence of computer crime.

(h) (1) The Contractor shall document all vulnerability testing and risk assessments conducted in accordance with NPG 2810.1 and any other IT security requirements specified in the contract or as directed by the Contracting Officer.

(2) The results of these tests shall be provided to the Center IT Security Manager. Any Contractor system(s) connected to a NASA network or operated by the Contractor for NASA may be subject to vulnerability assessment or penetration testing as part of the Center's IT security compliance assessment and the Contractor shall be required to assist in the completion of these activities.

(3) A decision to accept any residual risk shall be the responsibility of NASA. The Contractor shall notify the NASA system owner and the NASA data owner within 5 working days if new or unanticipated threats or hazards are discovered by the Contractor, made known to the Contractor, or if existing safeguards fail to function effectively. The Contractor shall make appropriate risk reduction recommendations to the NASA system owner and/or the NASA data owner and document the risk or modifications in the IT Security Plan.

(i) The Contractor shall develop a procedure to accomplish the recording and tracking of IT System Security Plans, including updates, and IT system penetration and vulnerability tests for all NASA systems under its control or for systems outsourced to them to be managed on behalf of NASA. The Contractor must report the results of these actions directly to the Center IT Security Manager.

(j) When directed by the Contracting Officer, the Contractor shall submit for NASA approval a post-award security implementation plan outlining how the Contractor intends to meet the requirements of NPG 2810.1. The plan shall subsequently be incorporated into the contract as a compliance document after receiving Government approval. The plan shall demonstrate thorough understanding of NPG 2810.1 and shall include as a

minimum, the security measures and program safeguards to ensure that IT resources acquired and used by Contractor and subcontractor personnel --

- (1) Are protected from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted;
  - (2) Can maintain the continuity of automated information support for NASA missions, programs, and functions;
  - (3) Incorporate management, general, and application controls sufficient to provide cost-effective assurance of the systems' integrity and accuracy;
  - (4) Have appropriate technical, personnel, administrative, environmental, and access safeguards;
  - (5) Document and follow a virus protection program for all IT resources under its control; and
  - (6) Document and follow a network intrusion prevention program for all IT resources under its control.
- (k) Prior to selecting any IT security solution, the Contractor shall consult with the Center IT Security Manager to ensure interoperability and compatibility with other systems with which there is a data or system interface requirement.
- (l) The Contractor shall comply with all Federal and NASA encryption requirements for NASA flight programs (e.g., secure flight termination systems, encryption for satellite uplinks, encryption for flight and satellite command and control for both up and down link) and involve the Center Communications Security (COMSEC) Manager when selecting encryption solutions.
- (m) The Contractor shall incorporate this clause in all subcontracts where the requirements identified in this clause are applicable to the performance of the subcontract.

(End of clause)

## H.8 HAZARDOUS MATERIAL REPORTING

A. If during the performance of this contract, the Contractor brings any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to the Marshall Space Flight Center, a completed MSFC Form 4099 (MSFC Hazardous Material Input Sheet) shall be immediately forwarded to the address on the form. The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

B. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with other clauses regarding hazardous materials which may be contained in the contract.

(End of clause)

H.9 EXPORT LICENSES (1852.225-70) (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22CFR parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Marshall Space Flight Center, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

H.10 FEDERAL LABOR STANDARDS REQUIREMENTS

This contract is subject to the statutory provisions of the Service Contract Act of 1965, as amended (Contract Clause 52.222-41)

The successful proposer/Offeror shall be liable for the proper interpretation, application, implementation, and administration of the mandatory provisions of this Act. Therefore, it is imperative that the Offeror take appropriate action when proposing, to ensure that corporate policies and procedures are congruous with these requirements.

(End of clause)

H.11 APPLICABILITY OF SECTION CLAUSES TO SUBCONTRACTS

In the event the Contractor enters into subcontract(s) for performance of any of the services required under the Statement of Work of this contract, the Contractor hereby agrees that, in addition to all other requirements, the intent and purpose of the following contract clauses will be incorporated in any such subcontract(s) where the type of subcontract, or work to be performed, could make the clause applicable.

- B.7 Premium for Scheduled Overtime
- B.9 Allowable Items of Cost
- C.3 Excluded Functions and Responsibilities
- D.1 Packaging and Marking
- E.1 Inspection of Services - - Cost Reimbursement
- F.4 Option to Extend the Term of the Contract
- G.2 Contractor Employee Badging and Employee Termination Clearance
- G.6 List of Installation-Provided Property and Services
- H.1 Restrictions on Printing and Duplicating  
Minimum Insurance Coverage  
Travel Outside of the United States
- H.2 Asbestos Material
- H.4 Organizational Conflicts of Interest
- H.5 Limitation of Future Contracting
- H.7 Security Requirements for Unclassified Automated Information Resources
- H.8 Hazardous Material Reporting
- H.9 Export Licenses
- H.10 Federal Labor Standards Requirements

(End of clause)

[END OF SECTION]

## SECTION I

### CONTRACT CLAUSES

#### I.1 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses: <http://www.arnet.gov/far/>

NASA FAR Supplement clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

MSFC clauses: [http://ec.msfc.nasa.gov/msfc/msfc\\_uni.html](http://ec.msfc.nasa.gov/msfc/msfc_uni.html)

(End of clause)

NOTICE: The following clauses are hereby incorporated by reference:

#### A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>Clause No.</u>	<u>Title</u>
52.202-1	Definitions (May 2001)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.204-2	Security Requirements (Aug 1996)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (Aug 2000)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.211-15	Defense Priority and Allocation Requirements (Sep 1990)
52.215-2	Audit and Records - Negotiation (Jun 1999)
52.215-8	Order of Precedence--Uniform Contract Format (Oct 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications (Oct 1997)

52.215-13 Subcontractor Cost or Pricing Data --  
 Modifications (Oct 1997)  
 52.215-14 Integrity of Unit Prices (Oct 1997)  
 52.215-15 Pension Adjustments and Asset Reversions  
 (Dec 1998)  
 52.215-17 Waiver of Facilities Capital Cost of Money  
 (Oct 1997)  
 52.215-18 Reversion or Adjustment of Plans for  
 Postretirement Benefits (PRB) Other Than Pensions  
 (Oct 1997)  
 52.215-19 Notification of Ownership Changes (Oct 1997)  
 52.216-7 Allowable Cost and Payment (Mar 2000)  
 52.219-6 Notice of Total Small Business Set-Aside  
 (Jul 1996)  
 52.219-8 Utilization of Small Business Concerns (Oct 2000)  
 52.222-1 Notice to the Government of Labor Disputes  
 (Feb 1997)  
 52.222-2 Payment for Overtime Premiums (Jul 1990) (Insert  
 (See Section B) in paragraph (a))  
 52.222-3 Convict Labor (Aug 1996)  
 52.222-4 Contract Work Hours and Safety Standards --  
 Overtime Compensation (Sep 2000)  
 52.222-21 Prohibition of Segregated Facilities (Feb 1999)  
 52.222-26 Equal Opportunity (Feb 1999)  
 52.222-35 Affirmative Action for Disabled Veterans and  
 Veterans of the Vietnam Era (Apr 1998)  
 52.222-36 Affirmative Action for Workers with Disabilities  
 (Jun 1998)  
 52.222-37 Employment Reports on Special Disabled Veterans  
 and Veterans of the Vietnam Era (Jan 1999)  
 52.222-41 Service Contract Act of 1965, As Amended  
 (May 1989)  
 52.223-5 Pollution Prevention and Right-to-Know Information  
 (Apr 1998)  
 52.223-6 Drug-Free Workplace (May 2001)  
 52.223-14 Toxic Chemical Release Reporting (Oct 2000)  
 52.224-1 Privacy Act Notification (Apr 1984)  
 52.224-2 Privacy Act (Apr 1984)  
 52.225-1 Buy American Act - Balance of Payments Program -  
 Supplies (Feb 2000)  
 52.225-13 Restrictions on Certain Foreign Purchases  
 (Jul 2000)  
 52.227-1 Authorization and Consent (Jul 1995)  
 52.227-2 Notice and Assistance Regarding Patent and  
 Copyright Infringement (Aug 1996)  
 52.227-14 Rights in Data -- General (Jun 1987) -- As  
 Modified by NASA FAR Supplement 1852.227-14  
 52.227-16 Additional Data Requirements (Jun 1987)  
 52.228-7 Insurance -- Liability to Third Persons (Mar 1996)  
 52.232-9 Limitation on Withholding of Payments (Apr 1984)  
 52.232-17 Interest (Jun 1996)  
 52.232-22 Limitation of Funds (Apr 1984)  
 52.232-23 Assignment of Claims (Jan 1986)

52.232-34 Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (Insert "no later than 15 days prior to submission of the first request for payment" in subparagraph (b)(1).)

52.233-1 Disputes (Dec 1998) -- Alternate I (Dec 1991)

52.233-3 Protest After Award (Aug 1996) -- Alternate I (Jun 1985)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

52.239-1 Privacy or Security Safeguards (Aug 1996)

52.242-1 Notice of Intent to Disallow Costs (Apr 1984)

52.242-3 Penalties for Unallowable Cost (May 2001)

52.242-4 Certification of Final Indirect Cost (Jan 1997)

52.242-13 Bankruptcy (Jul 1995)

52.243-2 Changes -- Cost-Reimbursement (Aug 1987) -- Alternate II (Apr 1984)

52.244-2 Subcontracts (Aug 1998) -- Alternate I (Aug 1998) (Insert "TBD" in paragraph (e). Insert "TBD" in paragraph (k).)

52.244-5 Competition in Subcontracting (Dec 1996)

52.245-1 Property Records (Apr 1984)

52.246-25 Limitation of Liability - Services (Feb 1997)

52.249-6 Termination (Cost-Reimbursement) (Sep 1996)

52.249-14 Excusable Delays (Apr 1984)

52.251-1 Government Supply Sources (Apr 1984)

52.253-1 Computer Generated Forms (Jan 1991)

B. NASA/FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Clause No.</u>	<u>Title</u>
1852.215-84	Ombudsman (Jun 2000) (Insert MSFC Ombudsman Sid Saucier (256) 544-1919)
1852.216-89	Assignment and Release Forms (Jul 1997)
1852.219-74	Use of Rural Area Small Businesses (Sep 1990)
1852.219-76	NASA 8 Percent Goal (Jul 1997)
1852.219-77	NASA Mentor-Protege Program (May 1999)
1852.223-70	Safety and Health (May 2001)
1852.223-75	Major Breach of Safety or Security (May 2001)
1852.242-72	Observance of Legal Holidays (Aug 1992) -- Alternate II (Oct 2000)
1852.242-73	NASA Contractor Financial Management Reporting (Jul 2000)
1852.243-71	Shared Savings (Mar 1997)
1852.245-70	Contractor Requests for Government-Owned Equipment (Jul 1997)



I.2 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE  
(MSFC 52.252-91) (AUG 1988)

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of clause)

I.3 FULL TEXT CLAUSES ATTACHED

<u>Clause No.</u>	<u>Title</u>
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997) -- Alternate I (Oct 1997)
52.216-18	Ordering (Oct 1995)
52.216-19	Order Limitations (Oct 1995)
52.216-22	Indefinite Quantity (Oct 1995)
52.219-14	Limitations on Subcontracting (Dec 1996)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) -- Alternate I (Jul 1995)
52.232-25	Prompt Payment (May 2001)
52.237-3	Continuity of Services (Jan 1991)
52.244-6	Subcontracts for Commercial Items and Commercial Components (May 2001)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (Jan 1986) (DEVIATION) (Jul 1995)
52.252-6	Authorized Deviations in Clauses (Apr 1984)
1852.204-74	Central Contractor Registration (Aug 2000)
52.216-18	<u>ORDERING (OCT 1995)</u>

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through conclusion of contract period of performance.



(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$2,500,000.00

(2) Any order for a combination of items in excess of \$5,000,000.00 or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after conclusion of contract period of performance.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for -

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade Contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) -- ALTERNATE I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material

(If none, insert "None") Identification No.

\_\_\_\_\_ "None" \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful Offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful Offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful Offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under

paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.232-25 PROMPT PAYMENT (MAY 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).



(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C.611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest

penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the



payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) A penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another Contractor, may continue them. The Contractor agrees to--

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAY 2001)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the



Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property") are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial

personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--



- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g) (6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the

Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA Federal Acquisition Regulations Supplement (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 1852.204-74 CENTRAL CONTRACTOR REGISTRATION (AUG 2000)

(a) *Definitions.* As used in this clause --

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for Contractor information required for the conduct of business with NASA.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-

digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying sub-units or affiliates of the parent business concern.

(4) "Commercial Government and Entity Code (CAGE Code)" means -

(i) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization (NATO) that is recorded and maintained by DLIS in the CAGE master file.

(5) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding CAGE code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors performing work outside of the United States.

(2) The Contracting Officer will verify that the Offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an Offeror ineligible for award after March 31, 2001.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, Offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr2000.com> or by calling 888-CCR-2423 (888-227-2423).

(End of clause)

(END OF SECTION)

SECTION J  
LIST OF ATTACHMENTS

<u>Attachments</u>	<u>Title</u>	<u>Pages</u>
J-1	Performance Work Statement	J-1-1 - J-1-12
J-2	Data Procurement Documents	J-2-1 - J-2-20
J-3	Work Breakdown Structure	J-3-1
J-4	Surveillance and Cost Plus Incentive Fee Plan	J-4-1 - J-4-8
J-5	Performance Requirements Summary	J-5-1 - J-5-2
J-6	Applicable Regulations, Procedures, and Documents	J-6-1 - J-6-3
J-7	Government-Provided Facilities and Equipment	J-7-1
J-8	Wage Determination	J-8-1 - J-8-9
J-9	Labor Category Position Descriptions	J-9-1 - J-9-4
J-10	Fully Burdened Labor Rates	J-10-1 - J-10-2
J-11	IDIQ Task Orders Incorporated into PWS by Reference	J-11-1
J-12	Safety Performance Evaluation	J-12-1 - J-12-5

## **ATTACHMENT J-1**

### **CONFIGURATION AND DATA MANAGEMENT SERVICES AT MSFC Performance Work Statement**

#### **1.0 MISSION**

The Contractor shall provide the necessary management, personnel, equipment, and supplies (not otherwise provided by the Government) to implement Configuration and Data Management (C&DM) Services to the Marshall Space Flight Center in accordance with MPD 1280.1, Marshall Management Manual, with emphasis on MPG 8040.1 and MPG 7120.3.

The numbering system employed in this Performance Work Statement (PWS) corresponds to the numbering system employed in the Work Breakdown Structure (WBS) Attachment J-3 that depicts this effort; however, in some sections, it is detailed to a lower level. Each PWS task describes the correspondingly numbered WBS item.

#### **1.1 MANAGEMENT**

The Contractor shall provide administrative and program management for effective direction and control of this contract. Contractor Management Information Systems (MIS) shall be utilized to provide a measurable system of performance encompassing planning, scheduling, progress, financial management, property management, safety and health, and completion of the tasks defined by this PWS.

##### **1.1.1 Project Management**

The Contractor shall provide planning, coordination, and surveillance of overall project activities to assure disciplined performance of work and the timely application of resources necessary for completion of all tasks of this PWS, to include core mission services as well as all IDIQ tasks issued by MSFC. The Contractor shall make adjustments in application of resources to specific projects, as demands and priorities require, to accomplish the C&DM effort. The management team shall be cognizant of technical and programmatic issues related to the C&DM mission and shall keep the C&DM management and COTR apprised of the issues and provide recommendation for plans of



action(s) to resolve the issues. The Contractor shall develop and implement a Management Plan in accordance with Data Requirements Description (DRD) 892MA-001, for accomplishment of the tasks described by this PWS. The plan shall address risk management. The plan shall reflect the details of planning and implementation as stated in the proposal. The Contractor shall provide a listing of all contracted personnel working on site at MSFC in accordance with DRD 892CD-001.

#### **1.1.2 Management Information System (MIS)**

A work progress system shall be established and maintained by the Contractor in such depth and sufficient detail to provide status of tasks and projects from planning to finalization. Quarterly self evaluation and monthly task order progress shall be provided in accordance with DRD 892MA-002. A Monthly Financial Management Report shall report actual cost in accordance with DRD 892MA-003.

#### **1.1.3 Property Management**

The Contractor shall comply with existing MSFC Property Management directives, Part 45 of the Federal Acquisition Regulation, and Part 18-45 of the NASA Federal Acquisition Regulation Supplement for acquisition and accountability of materials and equipment. The Contractor shall implement an inventory control system for all non-capitalized property and equipment. A Government Property Management Plan shall be provided in accordance with DRD 892LS-001.

#### **1.1.4 Information Technology Security**

A security plan shall be prepared for each Federal major application and general support system utilized in the performance of the contract by Contractor and subcontractor personnel. Each security plan shall be based on an assessment of risks and document the safeguards necessary to ensure sufficient availability, integrity, and confidentiality as required by MPG 2810.1 (DRD 892CD-002).

#### **1.1.5 Safety and Health**

The Contractor shall establish and implement an industrial safety, health, and environmental program that incorporates the following Safety and Health Program Core Process Requirement



(CPR) elements in accordance with DRD 892SA-001 and documented in MPG 8715.1 that address:

- a. Management commitment and employee involvement in the safety and health program.
- b. System and worksite hazard analysis.
- c. Hazard prevention and control.
- d. Safety and health training.

Mishaps and safety statistics shall be reported to the MSFC Safety and Mission Assurance Office (S&MA) in accordance with DRD 892SA-002, "Mishap and Safety Statistics Reports."

#### **1.1.6 Performance Measurement**

The Contractor's performance under the PWS shall be evaluated in accordance with Attachment J-4, "Surveillance and Cost-Plus-Incentive Fee Plan" of the contract. The amount of incentive fee allocated to each PWS section is identified therein.

#### **1.1.7 Training**

The Contractor shall provide necessary orientation and training for new and existing employees to assure C&DM mission success. The planning for accomplishing this task shall be defined in DRD 892MA-001.

### **1.2 CENTERWIDE SUPPORT**

#### **1.2.1 MSFC Data Management (DM) and Configuration Management (CM) Policies, Procedures, Instructions, Forms, and Other Documentation**

The Contractor shall provide support to the Office of Primary Responsibility (OPR) designees (ED43/Policies and Procedures Team) in the development, revision, and maintenance of current and future CM, DM, and automated processes documentation, such as the current and planned documentation listed below. All processes that are ED43's responsibility shall be documented as organizational issuances (OI's).

MPG 7120.2, Multiprogram/Project Common-Use Documentation  
 MPG 7120.3, Data Management, Programs/Projects  
 MWI 7120.2, Data Requirements Identification/Definition  
 MWI 7120.3, Program/Project Data System  
 MWI 7120.4, Documentation Preparation, Programs/Projects  
 MWI 7120.5, Data Management Plans, Program/Projects

MPG 8040.1, Configuration Management, Program/Projects  
 MWI 8040.1, Configuration Management Plan, MSFC Program/Projects  
 MPG 8040.2, Product Identification  
 MWI 8040.2, Configuration Control, MSFC Programs/Projects  
 MPG 8040.3, Product Traceability  
 MWI 8040.3, Deviation and Waiver Process, MSFC Programs/Projects  
 MWI 8040.4, Application Guidance for Traceability  
 MWI 8040.5, Floor Engineering Orders and Floor Engineering Parts  
     Lists  
 MWI 8040.6, Functional and Physical Configuration Audits, MSFC  
     Programs/Projects  
 MWI 8040.7, Configuration Management Audits, MSFC  
     Programs/Projects  
 MSFC-MNL-1951, Change Processing, Tracking, and Accounting  
     System User's Guide  
 MSFC-MNL-2061, Enhancement/Discrepancy System User's Guide  
 MSFC-MNL-2110, MSFC Review Item Discrepancy (RID) System  
     User's Guide  
 MSFC-STD-555, MSFC Engineering Documentation Standard  
 MSFC-STD-2806, MSFC Tailoring Guide for the Global Drawing  
     Requirements Manual  
 ED43 Organizational Issuances

### **1.2.2 C&DM Support and Requirements Definition**

The Contractor shall provide to the C&DM Group, services such as processing of design review issues and action items, processing and accounting of change packages and CCB support, receipt desk functions, maintaining official change package files, and clerical support for design reviews. Maintain official change package files in accordance with MWI 8040.2 and MPG 1440.2.

The Contractor shall support the ED43 OPR designees for development of standard data requirements descriptions (DRDs) for C&DM.

The Contractor shall assist in the preparation and/or tailoring of C&DM Statements of Work and DRDs for specific Program/Project or activities.

The Contractor shall provide support in interpreting C&DM requirements.

The Contractor shall review C&DM Plans to assure conformance with Center policy, procedures, and instructions, and Program/Project-specific requirements.

The Contractor shall review MSFC and other Agency Directives, Multiprogram/Project Common-Use Documents, and Agency Specifications and Standards, and other program/project documentation to ascertain that these documents are compatible with MSFC C&DM processes.

### **1.2.3 Center Data Requirements Management**

The Contractor shall support the Center Data Requirements Manager's (CDRM) functions as defined in MPG 7120.3, MWI 7120.2, ED43-006, and as specified below:

Through coordination with designated OPR contacts, the Contractor shall develop, update and maintain Marshall Standard Data Requirements Descriptions (DRD's). The Contractor shall update and maintain the OPR Contact Matrix, Center Logs, databases of historical DRDs, and DRM forms and formats.

The Contractor shall support the "MSFC Data Requirements Management System" website located at Inside Marshall in the MSFC Integrated Documentation Library.

The Contractor shall support the CDRM's review of Data Management Plans to assure conformance with Center policy, procedures, and instructions.

The Contractor shall provide support to Programs/Projects and Institutional Organizations in the development of Data Requirements Identification and Definition in accordance with MWI 7120.2:

- Data Procurement Documents (DPD's)
- In-house Data Requirements Documents (IDRD's)
- Reports of Work
- Data Requirements List
- Statements of Work Review
- Applicable Documents Lists
- Development/Coordination Matrix

In addition, the Contractor shall serve as DM Advisor for development of Data Requirements Identification and Definition to Acquisition Teams and Source Evaluation Boards/Committees as representative of the CDRM.

The Contractor shall provide input for the definition of the automation of DM processes.

#### **1.2.4 Automation of C&DM Processes**

The C&DM automated system activities to be performed by the Contractor shall include the following:

- a. Support the development of the Integrated Configuration and Data Management System including the development of system specification and requirements and software as required.
- b. Define and document functional requirements for the development of C&DM automated systems. Update, as necessary, functional requirements for existing CM and DM automated systems, such as Integrated Configuration Management System (ICMS), Change Processing, Tracking and Accounting System (CPTAS), Enhancements/Discrepancy System (EDS), Review Item Discrepancy system (RIDS) and Program/Project Data System (PDS).
- c. Define and document requirements that will integrate the C&DM automated systems with external MSFC, Agency, and Contractor systems.
- d. Identify enhancements/discrepancies of C&DM software, and perform functional analysis on enhancements and/or discrepancies.
- e. Develop and maintain user's manuals, such as MSFC-MNL-1951, MSFC-MNL-2061, MSFC-MNL-2110, or help text and participate in user orientation for C&DM automated systems.
- f. Provide input to the development of testing requirements and perform verification/validation testing of C&DM automated systems.
- g. Install/Maintain computer hardware/software in support of C&DM automated systems and tools.
- h. Administer the "MSFC CM/DM" server and, in accordance with MPD 2810.1 and MPG 2810.1, administer and document the electronic shared fileserver to include backup and other security requirements to safeguard procurement-sensitive information. A list of those accessible to the server shall be furnished to the Center Data Requirements Manager (CDRM).

#### **1.2.5 MSFC Release Desk**

The Contractor shall provide an MSFC Release Desk by performing the following tasks in accordance with MPG 8040.1 and ED43-004:

- a. Perform Release Desk activities by: (1) assigning identification numbers, (2) providing consultation to inquiries for release activities, (3) reviewing submitted change packages for adherence to appropriate configuration management directives, (4) performing data entry into the Integrated Configuration Management System (ICMS), (5) resolving release system discrepancies with appropriate discipline, (6) performing on-line administrative maintenance of ICMS, and (7) providing final approval for releasing change packages.
- b. Maintain Release Desk records and produce monthly reports on releasing activity through the MSFC Release Desk.
- c. Define the Release Desk requirements and perform user testing on ICMS and Program/Project Data System (PDS) modifications.

### **1.2.6 Engineering Documentation and Drawings Checking**

The Contractor shall perform checking of engineering documentation and drawings prepared for in-house design/development projects in accordance with MWI 7120.4 and MSFC-STD-2806. This function shall also be performed on out-of-house design/development payload projects as specifically directed by the Contracting Officer's Technical Representative (COTR). The engineering checking function shall include the following:

a. Review for conformance with the applicable NASA and military standards, practices, handbooks, specifications, directives, and manuals with respect to format and technical details.

(1) General areas of format review include the title block, revision block, note numbering and location, letter size, heavy clear lines and arrows depicting signal paths, visual appearance, and quality of the drawing.

(2) Technical details include correct notes, appropriate and adequate specifications, adequate projected views, sections and details, part marking information, dimensions and tolerancing, tolerance fit checks of detail and assembly parts, terminal numbers on electrical schematics, input and output wave form, and component reference designators.

b. Review of book form documents, such as specifications, standards, interface control documents, etc., which will be released by the MSFC ICMS or Multiprogram/project Common Use Documentation System.

c. Consult with design organization personnel prior to and during documentation preparation to provide guidance on preferred techniques of document presentation.

### **1.2.7 Training for C&DM Processes**

The Contractor shall provide the following training:

a. C&DM processes training for civil service and Contractor new hires.

b. C&DM updated processes training for all civil service and Contractor personnel.

c. Center-wide processes and external C&DM practices that affect C&DM processes.

d. Prepare presentations and demonstrations of computer hardware and software technology for C&DM automated systems.

#### **1.2.8 Multiprogram/Project Common-Use Documentation Management**

The Contractor shall support the Document Control Board (DCB) Primary Secretariat in the administration of the Multiprogram/Project Common-Use documentation process as defined in MPG 7120.2. Serve as alternate secretariat to the DCB, maintain and disposition associated records. Review submitted draft documents and make recommendations to the Secretariat.

#### **1.2.9 Records**

The Contractor shall manage all records associated with this WBS for which they have been designated custodian in accordance with MPG 1440.2.

### **1.3 C&DM SUPPORT TO PRODUCT LINE DIRECTORATE, PROGRAMS AND PROJECTS**

Due to the fluctuation of Programs/Projects at the Center and varying tasks within Programs/Projects, specific C&DM Product Line Directorate and Program/Project support shall be initiated in accordance with Clause G.4, Task Ordering Procedure.

The Contractor shall establish and implement C&DM systems and provide support for specific Product Line Directorates, Programs, and Projects in accordance with MPG 8040.1 and MPG 7120.3, as specifically requested.

#### **1.3.1 Configuration Management (CM) Support**

a. The Contractor shall provide support to the Programs/Projects in development of in-house prepared CM Plans in accordance with MWI 8040.1. The Contractor shall also review program/project out-of-house CM Plans and deliverables to assure conformance with contractual and Program/Project specific requirements.

b. The Contractor shall provide Configuration Control to the Programs/Projects in accordance with MWI 8040.2.

- c. The Contractor shall provide support to, or serve as, Configuration Control Board (CCB) Secretariat to Program/Project board(s) in accordance with MWI 8040.1.
- d. The Contractor shall support the Deviation and Waiver process in accordance with MWI 8040.3.
- e. The Contractor shall provide configuration accounting in accordance with MPG 8040.1 and MSFC-MNL-1951.
- f. The Contractor shall provide CM audit support in accordance with MWI 8040.7.
- g. The Contractor shall support FCA/PCA's in accordance with MPG 8040.1, MWI 8040.6, MPG 8060.1 and program/project-specific plans. The Contractor shall provide an as-designed/as-built comparison and provide the Program/Project Manager a reconciliation report. Other functions may include advising the project on the FCA/PCA structure and procedures, chairing the CM Team, documenting the CM Team objectives and audit items, participating in the audit, providing CM data to support the audit, documenting and tracking action items, and providing meeting logistics.
- h. The Contractor shall utilize automated systems as stated in PWS paragraph 1.2.4.
- i. The Contractor shall provide training and instruction to program/project personnel in project CM processes.

#### **1.3.2 Data Management (DM) Support**

- a. The Contractor shall support the Data Manager and provide DM support in accordance with MPG 7120.3.
- b. The Contractor shall support the development of Program/Project specific DM Plans in accordance with MWI 7120.5.
- c. The Contractor shall review in-house prepared program/project documentation for preparation compliance with MWI 7120.4 and program/project requirements. The Contractor shall also review program/project out-of-house DM Plans and deliverables to assure conformance with contractual and program/project specific requirements.
- d. The Contractor shall administer document control processes for non-CCB controlled Program/Project documentation utilizing



the Integrated Configuration and Data Management System such as PDS documented in MPG 7120.3 and MWI 7120.3.

e. The Contractor shall through coordination with the CDRM, support the identification and definition of program/project data requirements, both Contractor and in-house supplied.

f. The Contractor shall support documentation management, such as compiling technical review and acceptance data packages, management of records, develop and maintain program/project master list(s).

g. The Contractor shall support technical/design reviews in accordance program/project specific plans and the Review Item Discrepancy (RID) database in accordance MSFC-MNL-2110.

h. The Contractor shall provide training and instruction to program/project personnel in project DM processes.

i. The Contractor shall support Program/Project web pages.

### **1.3.3 Records**

The Contractor shall manage all records associated with this WBS for which they have been designated custodian in accordance with MPG 1440.2.

## **1.4 NASA TECHNICAL STANDARDS PROGRAM SUPPORT**

The Contractor shall support the assessment, review, development, administration, and management of technical specifications and standards as required to meet the needs of the NASA Technical Standards Program Office in accordance with NPD 8070.6 and the NASA Preferred Technical Standards Program Plan. Occasional travel to other NASA Centers/Headquarters or Standards Developing Organizations and associated meetings, domestic and international, will be required to support this task. The activities to be performed by the Contractor to support this effort shall include, but not be limited to, the following:

a. Validate for NASA use contents of various lists of Non-Government/Voluntary Consensus Standards (VCS) products, including standards, handbooks, recommended practices, etc., that are identified in the Program's Technical Standards Database and in Databases of the NASA Centers.

- b. Identify Offices of Primary Responsibility for NASA Technical Standards Products within the NASA and Center Databases.
- c. Provide recommendations on non-Government Technical Standards Products for candidates relative to adoption as NASA Preferred Technical Standards.
- d. Consolidate inputs from MSFC and other NASA Centers and JPL regarding the identification of NASA, other Government, and non-Government Technical Standards Products; make assessments of documents relative to engineering categories; and establish and maintain a master list of these standards products.
- e. Support the modification and maintenance of the master NASA Technical Standards Management System, to include review of contents and recommendations for updates, etc.
- f. Participate as required in the NASA Engineering Standards Steering Council meetings relative to NASA Technical Standards Program activities.
- g. Prepare materials for presentation and make presentations on scope, processes, procedures, products, databases, etc., of the NASA Technical Standards Program in support of its programmatic responsibilities.
- h. Write, in collaboration with Program staff, "White Papers" on matters of current concern and issues related to the NASA Technical Standards Program as deemed necessary.
- i. Support the NASA Technical Standards Program's key initiatives.
- j. Update, format, and prepare NASA technical standards products for Agency reviews, approvals, and final publication.
- k. The Contractor shall manage all records associated with this WBS for which they have been designated custodian in accordance with MPG 1440.2.

#### **1.5 TECHNOLOGY TRANSFER SUPPORT**

The Contractor shall support the development, maintenance, integration and updating of tools used to control and track status of Technology Transfer initiatives and activities. Specific tasks shall include:

- a. Provide MSFC inputs to update and maintain NASA databases, such as NASA-wide Technology Tracking System (TechTracS), IT Database, Technology Inventory, and the archived Computer Aided Technology Transfer (CATT) database. Query and formulate reports from these databases.
- b. Provide support to MSFC Small Business Innovative Research/Small Business Technology Transfer (SBIR/STTR) Team and TechTracS Subteam for Agency systems which involves contacts with MSFC Program/Project contacts, COTR's, Procurement and on occasion, other Field Centers.
- c. Transfer data among various databases to assure accurate cross-referencing and configuration management of all MSFC Technology Transfer data.
- d. Perform data maintenance, tracking, analyses, and validation of documentation to support program initiatives, including Commercialization Assistance Team (CAT) and licensing activities.
- e. Assist in preparation and dissemination of correspondence and documentation relating to Technology Transfer initiatives (e.g., new technology reporting, SBIR/STTR program data, success stories, publications, awards and commercialization).
- f. Create and maintain web-based information sources which contribute to Technology Transfer initiatives.
- g. Provide support for Technology Transfer Department meetings both internal and external (e.g. TechTracS Subteam, CAT, SBIR/STTR), including preparation and distribution of minutes, update of appropriate databases, and processing of follow-on actions.
- h. Develop, document, and promote initiatives that serve the mission areas of the Technology Transfer Department.
- i. Develop, document, and implement orientation processes that will increase efficiencies in support of technology transfer and commercialization documentation management.
- j. Conduct technical reviews and evaluations of small business program documentation.

- k. Perform reviews of management documentation, providing feedback relative to overall content, clarity, and presentation.
- l. Obtain, compile, summarize, and document statistical data in comprehensive reports that support Technology Transfer Department requirements.
- m. Manage all records associated with this WBS for which they have been designated custodian in accordance with MPG 1440.2.

#### **1.6 ENGINEERING DIRECTORATE SPECIAL STUDIES**

The Contractor shall support the Engineering Directorate in conducting Special Studies. Special Studies are defined as short duration, team-type activities in support of specific objective(s) that generally require rapid response. Special Studies cover such activities as Mishap Investigation Boards (MIB's), Concept Development Tiger Teams, and special Assessment Team activities.

DATA PROCUREMENT DOC. NO.	ISSUE
892	BASIC

**8-1-0-E4-C9392**

RFP

EXHIBIT NUMBER

**J-2**

ATTACHMENT NUMBER

**Configuration and Data Management Services at MSFC**

PROJECT/SYSTEM

***DATA PROCUREMENT DOCUMENT*****CONTRACTOR TBD**

CONTRACTOR

**July 13, 2001**

DATE

National Aeronautics and  
Space Administration

MSFC - Form 3461 (Rev September 1989)



National Aeronautics and Space Administration			DATA PROCUREMENT DOC.		
<b>PAGE REVISION LOG</b>			NO.      ISSUE		
			892      BASIC		
NOTE: The current revision is denoted by a vertical line in the outer margin adjacent to the affected text.			AS OF:		PAGE:
INSERT LATEST REVISED PAGES.			DISCARD SUPERSEDED PAGES.		
ITEM	PAGE	STATUS	ITEM	PAGE	STATUS

MSFC - Form 3461-2 (Rev August 1970)



## 1.0 INTRODUCTION

1.1 Scope: Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The Contractor shall furnish data defined by the DRD's listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to MSFC in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) regulation or clause, the regulation will take precedence over the DPD, per FAR 52.215-8.

1.2 DPD Description: This DPD consists of a Document Change Log, a Page Revision Log, a Table of Contents, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRD's.

1.2.1 General Requirements: The general requirements, as specified in paragraph 2.0 of this DPD, prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRD's.

1.2.2 Data Requirements List (DRL): Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.

1.2.3 Data Requirements Descriptions (DRD's)

1.2.3.1 Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements.

1.2.3.2 For the purpose of classification and control, DRD's of this DPD are grouped into the following broad functional data categories:

<u>CATEGORY SYMBOL</u>	<u>DESCRIPTION</u>
CD	Contractual Data
LS	Logistics/Support
MA	Management
SA	Safety

1.2.3.3 The symbols representing these data categories form part of the prefix of the DRD identification number. The first numerical characters reflect the DPD number.

1.2.3.4 To facilitate the usage and maintenance of the DPD, the DRD's have been sectionalized in accordance with the above data categories.

1.2.3.5 The DRD's are filed by data category and are in alphanumeric sequence as listed on the DRL page (or pages) that precedes the DRD's.

1.2.4 Document Change Log (DCL) and Page Revision Log (PRL): The Document Change Log chronologically records all revision actions that pertain to the DPD. The Page Revision Log describes the current revision status of each page of the DPD and thus, at all times, provides its exact configuration.

1.2.5 DPD Maintenance Procedures: Maintenance procedures define the detailed methods to be employed in maintaining the DPD. Detailed maintenance procedures are specified in paragraph 3.0 of this DPD.

- 1.3 Data Types for Contractual Efforts: The types of data and their contractually applicable requirements for approval and delivery are:

<u>TYPE</u>	<u>DESCRIPTION</u>
1	All issues and interim changes to those issues requires written approval from the requiring organization before formal release for use or implementation.
2	MSFC reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. Data shall be submitted to the procuring activity for review not less than 45 calendar days prior to its release for use or implementation. The Contractor shall clearly identify the release target date in the "submitted for review" transmittal. If the Contractor has not been notified of any disapproval prior to the release target date, the data shall be considered approved. To be an acceptable delivery, disapproved data shall be revised to remove causes for the disapproval before its release.
3	These data shall be delivered by the Contractor as required by the contract and do not require MSFC approval. However, to be a satisfactory delivery, the data must satisfy all applicable contractual requirements.
4	These data are produced or used during performance of the contract and are retained by the Contractor. They shall be delivered when MSFC requests it according to instructions in the request. The Contractor shall maintain a list of these data and shall furnish copies of the list to MSFC when requested to do so.
5	These data are incidental to contract performance and are retained by the Contractor in those cases where contracting parties have agreed that delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative shall have access to and can inspect this data at its location in the Contractor's or subcontractor's facilities.

## 2.0 STATEMENT OF GENERAL REQUIREMENTS

- 2.1 Applicable Documents: Documents included as applicable documents in this DPD are the issue specified in the Statement of Work, and form a part of the DPD to the extent specified herein. References to documents other than applicable documents in the data requirements of this DPD may sometimes be utilized. These do not constitute a contractual obligation on the Contractor. They are to be used only as a possible example or to provide related information to assist the Contractor in developing a response to that particular data requirement.

## 2.2 Subcontractor Data Requirements

- 2.2.1 The Contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The Contractor shall validate these requirements for documents when appropriate; where the requirement concerns other Contractor data, the Contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the Contractor.
- 2.2.2 Reference to subcontractor data in the Contractor's responses is permissible, providing the references are adequate and include such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to MSFC.

## 2.3 Distribution

- 2.3.1 Distribution of required documentation shall be as specified in the "Distribution" statement (item 10) of each DRD. Recipient names and email addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer or Contracting Officer's Technical Representative.
- 2.3.2 Electronic submission of data deliverables is preferred. The preferred formats include Microsoft Word, Excel, PowerPoint, or Adobe Acrobat PDF as appropriate. The software versions shall be confirmed prior to submittals.
- 2.3.3 If required, electronic data submittals to the Repository shall be coordinated with the Repository. Marshall Policy Directive (MPD) 2210.1 specifies the requirements for utilizing the Documentation Repository. MSFC has the capability of receiving electronic data files for importing into the MSFC Documentation Repository system. Computer-Aided Design (CAD) drawings shall be submitted in the original native vector, Hewlett-Packard Graphic Language (HPGL) and raster image formats.
- 2.4 Printing: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:
- Method of reproduction – offset/xerography.
  - Finished size – 8 1/2" X 11".
  - Paper – 20-pound opaque bond.
  - Cover – Litho cover stock.
  - Pages will be printed on both sides; blank pages will be avoided when possible.
  - Oversize pages will be avoided when possible, but if necessary will be folded to 8 1/2" X 11".
  - Binding shall be the most economical method commensurate with the size of the report and its intended use.
- 2.5 Microfilm: When microfilm of drawings, specifications, and associated lists is required, it shall be 35mm silver halide negative, first generation (Type 1, Class 1) in accordance with ANSI/AIIM MS32-1987 (Microrecording of Engineering Source Documents on 35mm Microfilm). Input Form DD Form 1562, Dual Purpose Engineering Document Card, shall be used for microfilm purposes. The microfilm shall be submitted in the form of roll microfilm or master microfilm aperture cards. If microfilm rolls are used, they shall not exceed 100 feet in length. Deviations from these requirement shall be approved by the Contracting Officer. All deviations shall be coordinated with the MSFC Micrographics Manager, located in the Documentation Repository.
- 2.6 Contractor's Internal Documents: The Contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.
- 2.7 Document Identification: Type 1 and 2 documents published by the Contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to MSFC by the Contractor and, if applicable, as approved by MSFC. This number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document

preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECP's are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, will be marked "PRELIMINARY PENDING MSFC APPROVAL," and once approved shall be reissued with "APPROVED BY MSFC" and the date and approval authority annotated on the cover.

- 2.8 Reference to Other Documents in Data Submittals: All referenced documents shall be made readily available to the cognizant MSFC organization upon request. The Contractor should make sure that the references are available to MSFC in a manner which does not incur delays in the use of the response document.
- 2.9 Maintenance of Type 1 Document Submittals
- 2.9.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.7 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).
- 2.9.2 Individual page revisions shall be made as deemed necessary by the Contractor or as directed by the Contracting Officer.
- 2.9.3 A Type 1 document shall be completely reissued when, in the opinion of the Contractor and/or MSFC, the document has been revised to the extent that it is unusable in its present state, or when directed by the Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.
- 2.9.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.
- 2.9.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that will identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change.
- 2.9.6 Contractor Type 1 documents shall not be submitted containing pen and ink markups which correct, add to, or change the text, unless schedule problems exist and approval is obtained in writing from the Contracting Officer. Such markups, however, shall not exceed 20 percent of the page content and shall be acceptable provided that the reproduced copies are legible. In addition, hand-drawn schematics, block diagrams, data curves, and similar charts may be used in original reports in lieu of formally prepared art work, as long as legibility of copies is not impaired. Acceptability will be determined by the Contracting Officer.
- 3.0 DPD MAINTENANCE PROCEDURES
- 3.1 MSFC-Initiated Change: New and/or revised data requirements will be incorporated by contract modification to which the new or revised portion of the DPD will be appended. The Contractor shall notify the Contracting Officer in the event a deliverable data requirement is imposed and is not covered by a DRD, or when a DRD is changed by a contract modification and for which no revision to DPD is appended. In such cases, the Contractor shall submit the requested changes to MSFC for approval. See paragraph 3.3.1 for change procedures.

- 3.2 Contractor-Initiated Change: Contractor-proposed data requirements, or proposed changes to existing requirements shall be submitted to MSFC for approval.
- 3.3 DPD Change Procedures
  - 3.3.1 Changes to a contractual issue of this DPD will be identified by MSFC on the Document Change Log and Page Revision Log. The actual revised material on the DPD page will be identified by placing a heavy vertical line in the right-hand margin extending the entire length of the change. In addition, the numerical control number of the contractual direction authorizing the change shall be placed adjacent to the vertical revision line. These revision identifiers shall be used to reflect the current revision only; any previous symbols on a page will be deleted by the current revision.
  - 3.3.2 The date of the contractual direction paper, e.g., Change Order, Supplemental Agreement, or Contracting Officer's letter shall be entered under the "Status " column of the Page Revision Log adjacent to the affected page or DRD number, and in the "as of" block. The date that was in the "as of" block will be entered in the "Superseding" block.
  - 3.3.3 The Document Change Log entitled "Incorporated Revisions" will be changed to indicate the number, portions affected, and associated Supplemental Agreement number, if applicable.
  - 3.3.4 The Document Change Log entitled "Outstanding Revisions" is changed periodically to indicate outstanding Change Orders and Contracting Officer notification letters.
- 3.4 DPD Reissues
  - 3.4.1 When conditions warrant, the DPD will be reissued by MSFC and will supersede the existing DPD in its entirety. Reissues will be issued by contractual direction.
  - 3.4.2 All revision symbols (vertical lines and contractual direction control numbers) will be removed from all pages; revision dates shall remain in the Date Revised block on DRD's that have been revised. The issue symbol, which will commence with "A" and progress through "Z," will be entered in the DPD identification block of each DRD page of the DPD.

CONFIGURATION AND DATA MANAGEMENT SERVICES  
DATA REQUIREMENTS LIST

	<u>DRD</u>	<u>DATA TYPE</u>	<u>TITLE</u>	<u>OPR</u>
CD - Contractual Data				
	892CD-001	3	On-Site Employee Location Listing	PS20
	892CD-002	2	Security Plans for Major Applications and General Support Systems	AD33
LS - Logistics/Support				
	892LS-001	2	Government Property Management Plan	AD41
MA - Program Management				
	892MA-001	1	Management Plan	ED43
	892MA-002	3	Progress Reports	ED43
	892MA-003	3	Financial Management Report (533M)	RS40
SA - Safety				
	892SA-001	2	On-Site Safety and Health Plan	AD02/QS10/ AD10
	892SA-002	3	Mishap and Safety Statistics Reports	QS10

## DATA REQUIREMENTS DESCRIPTION (DRD)

- |                        |              |                                     |
|------------------------|--------------|-------------------------------------|
| 1. <b>DPD NO.:</b> 892 | ISSUE: BASIC | 2. <b>DRD NO.:</b> <b>892CD-001</b> |
| 3. <b>DATA TYPE:</b> 3 |              | 4. <b>DATE REVISED:</b>             |
|                        |              | 5. <b>PAGE:</b> 1/1                 |
6. **TITLE:** On-Site Employee Location Listing
7. **DESCRIPTION/USE:** To assist NASA in conducting Contractor floor checks.
8. **OPR:** PS20                      9. **DM:** ED43
10. **DISTRIBUTION:** ED43, PS20
11. **INITIAL SUBMISSION:** Fifteenth of month following first month of operation after Authority to Proceed (ATP)
12. **SUBMISSION FREQUENCY:** Update quarterly. If deemed necessary by the Contracting Officer, the Contractor shall submit the list at times other than stated.
13. **REMARKS:** Reference is made to FAR 52.215-2, Federal Acquisition Regulation Clause: Audit - Negotiation.
14. **INTERRELATIONSHIP:** PWS Paragraph 1.1.1
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The On-Site Employee Location Listing shall provide NASA with a list of all on-site Contractor employees working under this contract and their designated locations.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** The list shall include the following information for each employee: employee's name, position, location (building/room number), shift assignment, supervisor's name, and supervisor's location (building/room number).
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** None required



## DATA REQUIREMENTS DESCRIPTION (DRD)

1. DPD NO.: 892                      ISSUE: BASIC                      2. DRD NO.: **892CD-002**
3. DATA TYPE: 2                      4. DATE REVISED:
5. PAGE: 1/1
6. TITLE: Security Plans for Major Applications and General Support Systems
7. DESCRIPTION/USE: To document risk assessment and safeguards for each Federal major application and general support system.
8. OPR: AD33                      9. DM: ED43
10. DISTRIBUTION: ED43, PS20, AD33
11. INITIAL SUBMISSION: 45 days after contract award
12. SUBMISSION FREQUENCY: Revise as required by MPG 2810.1
13. REMARKS:
14. INTERRELATIONSHIP: PWS Paragraph 1.1.4
15. DATA PREPARATION INFORMATION:
- 15.1 **SCOPE:** A security plan shall be prepared for each Federal major application and general support system utilized in the performance of the contract by Contractor and subcontractor personnel. Each security plan will be based on an assessment of risks and document the safeguards necessary to ensure sufficient availability, integrity, and confidentiality.
- 15.2 **APPLICABLE DOCUMENTS**  
MPG 2810.1                      Security of Information Technology
- 15.3 **CONTENTS:** Plan contents are defined in MPG 2810.1.
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 892                      **ISSUE:** BASIC
2. **DRD NO.:** **892LS-001**
3. **DATA TYPE:** 2
4. **DATE REVISED:**
5. **PAGE:** 1/1
6. **TITLE:** Government Property Management Plan
7. **DESCRIPTION/USE:** To describe the method of controlling and managing Government property.
8. **OPR:** AD41                      9. **DM:** ED43
10. **DISTRIBUTION:** Cognizant property administrator; ED43, PS20, AD41
11. **INITIAL SUBMISSION:** Preliminary three months after Authority To Proceed (ATP)
12. **SUBMISSION FREQUENCY:** Final one year after ATP, revise as required
13. **REMARKS:** This document shall be the official contract requirements document for the control and identification of all Government property.
14. **INTERRELATIONSHIP:** PWS Paragraph 1.1.3
15. **DATA PREPARATION INFORMATION:**
  - 15.1 **SCOPE:** The Government Property Management Plan defines the Contractor's methods of care, accounting, and control of Government property.
  - 15.2 **APPLICABLE DOCUMENTS**

FAR NPG 5100.4	Federal Acquisition Regulation, Part 45 Federal Acquisition Regulation Supplement, (NASA/FAR Supplement) Part 18-45 and latest revisions thereto
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  - 15.3 **CONTENTS:** This plan shall satisfy the requirements of the documents listed in 15.2, and the contract. This plan shall consist of those procedures which constitute the Contractor's property management system and shall include the following categories:
    - a. Property management.
    - b. Acquisition.
    - c. Receiving.
    - d. Identification.
    - e. Records.
    - f. Movement.
    - g. Storage.
    - h. Physical inventories.
    - i. Reports.
    - j. Consumption.
    - k. Utilization.
    - l. Maintenance.
    - m. Subcontractor control.
    - n. Disposition.
    - o. Contract close-out.
  - 15.4 **FORMAT:** Contractor format is acceptable.
  - 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

## DATA REQUIREMENTS DESCRIPTION (DRD)

- |  |   |
|--|---|
| 1. <b>DPD NO.:</b> 892 <b>ISSUE:</b> BASIC<br>3. <b>DATA TYPE:</b> 1<br><br>6. <b>TITLE:</b> Management Plan<br><br>7. <b>DESCRIPTION/USE:</b> To provide a description of the Contractor's management system, organization and provide insight for accomplishing the requirements set forth in the contract.<br><br>8. <b>OPR:</b> ED43                      9. <b>DM:</b> ED43<br><br>10. <b>DISTRIBUTION:</b> ED43, PS20<br><br>11. <b>INITIAL SUBMISSION:</b> 30 days after Authority to Proceed (ATP)<br><br>12. <b>SUBMISSION FREQUENCY:</b> Revise as required<br><br>13. <b>REMARKS:</b><br>14. <b>INTERRELATIONSHIP:</b> PWS Paragraph 1.1.1<br><br>15. <b>DATA PREPARATION INFORMATION:</b><br>15.1 <b>SCOPE:</b> The Management Plan shall describe the Contractor's concept plans, practice, and approach for accomplishing the requirements set forth in the contract, i.e., managing and controlling project tasks, experimental work, and management interfaces. The plan shall be in such detail as necessary to convey the Contractor's internal procedures.<br><br>15.2 <b><u>APPLICABLE DOCUMENTS:</u></b> None<br><br>15.3 <b><u>CONTENTS:</u></b><br>a. The plan shall include a detailed description by which the Contractor proposes to accomplish each task down to the Level III WBS task level.<br>b. The plan shall also include a description of management concepts, plans, project management and task/control systems, organizational approach, and communication channels between the Contractor and the Government. This shall include descriptions, flow charts, schedules, and other documentation necessary to give a comprehensive plan of organization and accomplishment.<br>c. The plan shall include the Contractor's approach for risk assessment.<br><br>15.4 <b><u>FORMAT:</u></b> Contractor format is acceptable.<br><br>15.5 <b><u>MAINTENANCE:</u></b> Changes shall be incorporated by change page or complete reissue. | 2. <b>DRD NO.:</b> <b>892MA-001</b><br>4. <b>DATE REVISED:</b><br>5. <b>PAGE:</b> 1/1 |
|--|---|

## DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.:** 892                      **ISSUE:** BASIC
2. **DRD NO.:** **892MA-002**
3. **DATA TYPE:** 3
4. **DATE REVISED:**
5. **PAGE:** 1/2
6. **TITLE:** Progress Reports
7. **DESCRIPTION/USE:** To provide data for the assessment of contract progress. To provide visibility to Contractor and MSFC Management of actual and potential problems and progress toward meeting the requirements of the contract.
8. **OPR:** ED43                      9. **DM:** ED43
10. **DISTRIBUTION:** ED43, PS20
11. **INITIAL SUBMISSION:** Quarterly Self-Evaluation: Ten calendar days following the end of the first two months after authorization to proceed (ATP). Monthly Task Order Progress: Ten calendar days following the end of the first month after ATP.
12. **SUBMISSION FREQUENCY:** Quarterly Self-Evaluation: Bi-monthly for the first six months after ATP and quarterly thereafter. The report shall be submitted ten days following the end of each period. Monthly Task Order Progress: The report shall be submitted ten days following the end of each month.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS Paragraph 1.1.2
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Progress Report shall provide a comprehensive status on all active tasks and include the necessary information to assess status and identify problems that need resolution for accomplishment of the contract tasks.
- 15.2 **APPLICABLE DOCUMENTS:** None
- 15.3 **CONTENTS:** As a minimum, the reports shall contain the following information:
 

Quarterly Self Evaluation

  - a. Review of work accomplished, including quantitative description, during the reporting period.
  - b. Discussion of non-routine tasks for the next reporting period.
  - c. Indications of any problems, which may impede performance or impact performance, schedule or cost.
  - d. Man-hours expended in each Level II WBS task and each Level III WBS task, for the current months and cumulative months, showing overtime hours separately.
  - e. Any other information that may assist the technical evaluators in evaluating the technical and administrative program; such as innovative processes, cost-reduction initiatives, etc.
  - f. Personnel statistical information, numbers by functional assignments, etc.

The Contractor shall provide minutes for each of the reviews that include copies of all presentation charts (including back-up charts). Minutes shall be signed by the Contractor and MSFC.

**DRD Continuation Sheet****TITLE:** Progress Reports**DRD NO.:** 892MA-002**DATA TYPE:** 3**PAGE:** 2/2

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**15. DATA PREPARATION INFORMATION (CONTINUED):****15.3 CONTENTS (CONTINUED):**Monthly Task Order Progress

- a. Contract number, task order number, and date of the order.
- b. Task ceiling price.
- c. Cost and hours incurred, for the month and cumulative, to date for each issued task.
- d. Significant issues/problems and corrective action associated with a task.
- e. Cost and hours summary of the status of all tasks issued under the contract.
- f. Accounting and Appropriation Data (cost and hours) reported to the Seven Digit Unique Project Number (UPN).
- g. Supporting data down to WBS Level III.

**15.4 FORMAT:**Quarterly Self Evaluation

- a. The Progress Report shall be in presentation chart format.
- b. Submittal shall be standard hard copy as the presentation, electronic submission or other media as directed by the Contracting Officer.

Monthly Task Order Progress

Contractor format is acceptable.

**15.5 MAINTENANCE:** None required

## DATA REQUIREMENTS DESCRIPTION (DRD)

- |   |   |
|---|---|
| 1. <b>DPD NO.:</b> 892 <b>ISSUE:</b> BASIC<br>3. <b>DATA TYPE:</b> 3<br><br>6. <b>TITLE:</b> Financial Management Report (533M)<br><br>7. <b>DESCRIPTION/USE:</b> To provide monthly financial reports for monitoring program costs. The 533 reports are the official cost documents used at NASA for cost type, price redetermination, and fixed price incentive contracts.<br><br>8. <b>OPR:</b> RS40                      9. <b>ODM:</b> ED43<br><br>10. <b>DISTRIBUTION:</b> ED43, PS20, RS40<br><br>11. <b>INITIAL SUBMISSION:</b> Within 30 days after the incurrence of cost<br><br>12. <b>SUBMISSION FREQUENCY:</b> No later than 10 working days following the end of the Contractor's accounting month<br><br>13. <b>REMARKS:</b><br>14. <b>INTERRELATIONSHIP:</b> PWS Paragraph 1.1.2<br><br>15. <b>DATA PREPARATION INFORMATION:</b><br>15.1 <b>SCOPE:</b> The Financial Management Report provides data on accumulated costs and funding projections for management of the contract.<br><br>15.2 <b><u>APPLICABLE DOCUMENTS</u></b><br>NFS 1852.242-73 <i>NASA Contractor Financial Management Reporting, (July 1997)</i><br>NPG 9501.2 <i>NASA Contractor Financial Management Reporting</i><br><br>15.3 <b><u>CONTENTS:</u></b> The elements of cost for financial reporting shall be mutually agreed by the Contractor and NASA project office and cover labor hours by function, direct labor cost, materials, subcontracts, interdivisional work, other direct rates, overhead by pool, fringe, G&A, and fee. Changes or additions to elements of cost shall be by mutual agreement between the Contractor and the NASA project manager. The data contained in the reports must be auditable using Generally Accepted Accounting Principles. The 533M Report shall include actuals and projections at the total contract level, with supporting cost data. A summary page at the contract level shall be included reflecting the cumulative since inception cost for the contract.<br><br>15.4 <b><u>FORMAT:</u></b> The NASA Form 533M shall be prepared per NPG 9501.2 and NFS 1852.242-73. Contractor format is acceptable provided all necessary requirements are met. Electronic submission of Contractor data is strongly encouraged.<br><br>15.5 <b><u>MAINTENANCE:</u></b> None required. | 2. <b>DRD NO.:</b> <b>892MA-003</b><br>4. <b>DATE REVISED:</b><br>5. <b>PAGE:</b> 1/1 |
|---|---|

## DATA REQUIREMENTS DESCRIPTION (DRD)

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|---|--|
| <p>1. <b>DPD NO.:</b> 892                      <b>ISSUE:</b> BASIC</p> <p>3. <b>DATA TYPE:</b> 2</p> <p>6. <b>TITLE:</b> On-site Safety and Health Plan</p> <p>7. <b>DESCRIPTION/USE:</b> To provide the Contractor and the Government a baseline document for planning, management, control, and implementation of the Contractor's industrial/occupational safety, health, and environmental program.</p> <p>8. <b>OPR:</b> AD02/QS10/AD10      9. <b>DM:</b> ED43</p> <p>10. <b>DISTRIBUTION:</b> ED43, PS20, AD02, QS10, AD10</p> <p>11. <b>INITIAL SUBMISSION:</b> Preliminary with proposal</p> <p>12. <b>SUBMISSION FREQUENCY:</b> Ten days after Authority to Proceed (ATP); update as required</p> <p>13. <b>REMARKS:</b></p> <p>14. <b>INTERRELATIONSHIP:</b> NFS 1852.223-70, <i>Safety and Health</i>; PWS paragraph 1.1.5</p> <p>15. <b>DATA PREPARATION INFORMATION:</b></p> <p>15.1 <b>SCOPE:</b> The On-site Safety and Health Plan describes the Contractor's method of implementing occupational safety, health, and environmental standards over the duration of the contract.</p> <p>15.2 <b>APPLICABLE DOCUMENTS:</b> Implementation of the following Occupational Safety and Health Standards and applicable requirements shall be specified in the plan.</p> | <p>2. <b>DRD NO.:</b> <b>892SA-001</b></p> <p>4. <b>DATE REVISED:</b></p> <p>5. <b>PAGE:</b> 1/2</p> |
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- 
- |   |  |
|---|--|
| 29 CFR 1910   | <i>Department of Labor; Occupational Safety and Health Administration Standards for General Industry</i> |
| 40 CFR  | <i>Protection of the Environment</i>   |
| ANSI Standards applicable to the scope of this contract |  |
| MPG 8870.1  | <i>MSFC Environmental Management Program</i>   |
| NFPA Standards  | <i>National Fire Codes</i>   |
| NPG 8715.3  | <i>NASA Safety Manual</i>  |
| NASA-STD-8719.11  | <i>Safety Standard for Fire Protection</i>   |
| MPG 1040.3  | <i>MSFC Emergency Plan</i>   |
| MPG 1840.1  | <i>MSFC Confined Space Entries</i>   |
| MPG 1810.1  | <i>MSFC Occupational Medicine</i>  |
| MPD 1840.2  | <i>MSFC Hearing Conservation Program</i>   |
| MPD 1840.1  | <i>MSFC Environmental Health Program</i>   |
| MPG 1840.2  | <i>MSFC Hazard Communication Program</i>   |
| MPG 1800.1  | <i>Bloodborne Pathogens</i>  |
| MPG 8715.1,   | <i>Marshall Safety, Health, and Environmental (SHE) Program</i>  |



## DRD Continuation Sheet

TITLE: On-site Safety and Health Plan

DRD NO.: 892SA-001

DATA TYPE: 2

PAGE: 2/2

## 15. DATA PREPARATION INFORMATION (CONTINUED):

- 15.3 **CONTENTS:** The plan shall describe the manner in which the Contractor shall implement the intent of the requirements of the applicable documents as they pertain to the specific statement of work tasks to be performed. The plan shall define the safety, health, and environmental program, objectives and goals, management structure, and detailed description of the total safety program including responsibilities, procedures, reporting, training, compliance methodologies, and interface and coordination activities. The On-site Safety and Health Plan shall include:
- a. Statement of management policy, commitment, and accountability to provide for the safety and health of personnel (i.e., employees, customers, and public) and property and compliance with EPA, OSHA and NASA requirements.
  - b. Provision for top-level management monthly safety committee meetings.
  - c. Descriptions of safety and health awareness and motivation programs, including documented safety-meeting requirements, and documented safety awareness training for employees.
  - d. Methods of hazard identification and control, e.g., hazard analysis and risk assessment.
  - e. Methods to include clear statements of hazardous situations and necessary cautions in appropriate detail plans, procedures, and other working documents.
  - f. Means for training each employee to recognize hazards and avoid accidents, and assuring each employee has a clear understanding of the disciplinary program.
  - g. Provisions for training and certification of personnel performing potentially hazardous operations. Job categories under the contracted effort that require certification shall be identified.
  - h. Descriptions of OSHA programs that require documented plans (e.g., Personnel Protective Equipment (PPE), Confined Space, and Lockout/Tagout, etc. Include the interrelationships with the MSFC plans.) (Note: only programs applicable to the contract need to be addressed.)
  - i. Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for recycling and disposal of hazardous waste.
  - j. Method of ensuring a documented emergency management program. Include a list of emergency points of contract. (Note: on-site Contractors may use MPG 1040.3.)
  - k. Method of reporting and investigating all mishaps and close calls, including an outline of reporting requirements and a description of how root cause analysis is to be accomplished.
  - l. Provisions for safety, health, and environmental services such as hazardous waste disposal, industrial hygiene monitoring, emergency medical support, hearing conservation program, and hazard communication.
  - m. Requirements for formal safety inspections and correction of deficiencies.
  - n. Requirements for documented safety visits, (e.g., one per month per supervisor).
  - o. Means of program evaluation, identifying duties, methods and frequency for internal evaluation of the safety and health program, and identification of personnel who perform evaluations and to whom evaluations are reported and who approves corrective action.
  - p. Schedules of the frequency and documentation requirements for inspections, plan and procedure reviews, and certifications.
  - q. Provision for suspending work where safety or environmental conditions warrant such action.
  - r. Flowdown of safety responsibilities between appropriate tiers (i.e., subcontractors).
  - s. Identification of employees (by type, classification, and qualification) responsible for the implementation of the above elements.
- 15.4 **FORMAT:** Contractor format is acceptable.
- 15.5 **MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

## DATA REQUIREMENTS DESCRIPTION (DRD)

- |                        |              |                                     |
|------------------------|--------------|-------------------------------------|
| 1. <b>DPD NO.:</b> 892 | ISSUE: BASIC | 2. <b>DRD NO.:</b> <b>892SA-002</b> |
| 3. <b>DATA TYPE:</b> 3 |              | 4. <b>DATE REVISED:</b>             |
|                        |              | 5. <b>PAGE:</b> 1/2                 |
6. **TITLE:** Mishap and Safety Statistics Reports
7. **DESCRIPTION/USE:** To provide reporting of mishaps and related information required to produce metrics for MSFC.
8. **OPR:** QS10                      9. **DM:** ED43
10. **DISTRIBUTION:** ED43, PS20, QS10
11. **INITIAL SUBMISSION:**
- a. Type A or B mishaps: Initial notification shall be by telephone immediately. MSFC Form 4370 or by telephone (256-544-4357, select "0", and ask the technician to complete the Mishap Flash Report) shall be submitted within 4 hours of knowledge of Type A and B mishaps.
  - b. Type C, Incident, and Close Call mishaps: Initial notification shall be by MSFC Form 4370 or by telephone (256-544-4357, select "0", and ask the technician to complete the Mishap Flash Report) within 4 hours of knowledge of mishaps that have the potential for lost-time; damage exceeding \$25,000; impacting critical project/program schedule; or gaining public attention in accordance with MWI 8621.1.
  - c. A follow-up mishap report shall be submitted using NASA Form 1627 within 10 days of mishap in accordance with MWI 8621.1.
  - d. MSFC Form 4371 listing the baseline information (e.g., contract number, subcontractors, SIC codes, number of employees, number of supervisors, etc.) shall be submitted by the 10<sup>th</sup> of each month following contract award.
  - e. Mishap Board Report: After completion of Type A or B mishap investigation.
12. **SUBMISSION FREQUENCY:**
- a. MSFC Form 4370 - Each occurrence of a mishap.
  - b. NASA Form 1627 - Each occurrence of a mishap. Corrective action status reports are due every 30 days until the final report is submitted.
  - c. MSFC Form 4371 - By the 10<sup>th</sup> of each month.
  - d. Mishap Board Report - Each occurrence of a Type A or B mishap.
13. **REMARKS:**
14. **INTERRELATIONSHIP:** PWS paragraph 1.1.5
15. **DATA PREPARATION INFORMATION:**
- 15.1 **SCOPE:** The Mishap and Safety Statistics Reports document all mishaps and close calls as required in NPG 8621.1.
- 15.2 **APPLICABLE DOCUMENTS**
- |            |  |
|------------|--|
| NPG 8621.1 | <i>NASA Procedures and Guidelines For Mishap Reporting, Investigating, and Recordkeeping</i> |
| MWI 8621.1 | <i>Close Call and Mishap Reporting and Investigation Program</i>                             |

## DRD Continuation Sheet

**TITLE:** Mishap and Safety Statistics Reports

**DRD NO.:** 892SA-002

**DATA TYPE:** 3

**PAGE:** 2/2

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**15. DATA PREPARATION INFORMATION (CONTINUED):**

**15.3 CONTENTS:** The reports shall contain the information required by NPG 8621.1. The Contractor shall use the forms listed in 15.4 to report mishaps and related information required to produce the safety metrics.

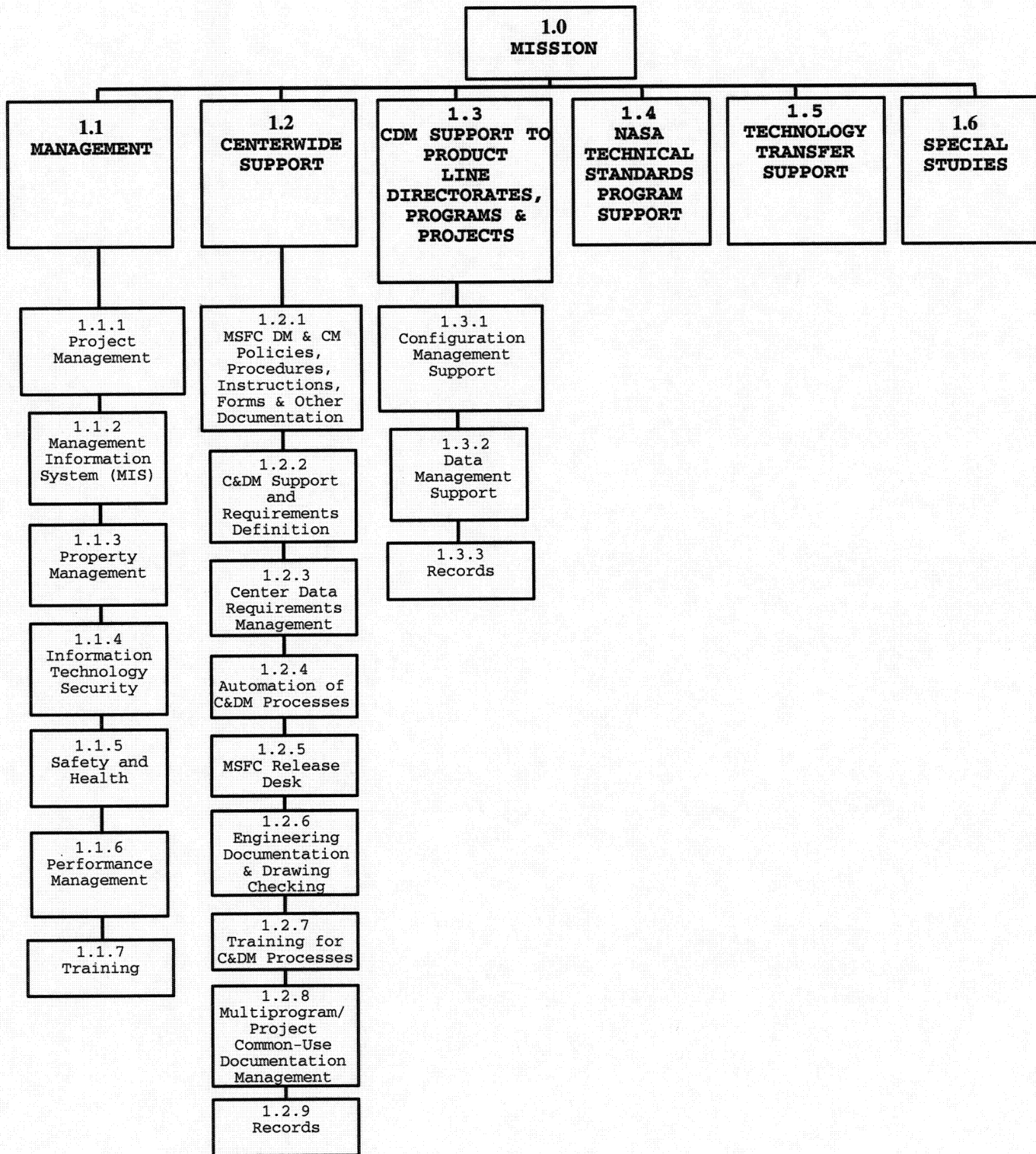
**15.4 FORMAT:** The following formats shall be submitted:

- a. MSFC Form 4370, "MSFC Flash Mishap Report."
- b. NASA Form 1627, "NASA Mishap Report."
- c. MSFC Form 4371, "MSFC Contractor Safety Statistics."
- d. Mishap Board Report using the format provided in NPG 8621.1.

**15.5 MAINTENANCE:** Changes shall be incorporated by change page or complete reissue.

ATTACHMENT J-3

CONFIGURATION AND DATA MANAGEMENT SERVICES AT MSFC  
WORK BREAKDOWN STRUCTURE



## **ATTACHMENT J-4**

### **SURVEILLANCE AND COST-PLUS-INCENTIVE-FEE PLAN**

The Contractor's performance for Configuration and Data Management Services at MSFC, as outlined in Attachment J-5, Performance Requirements Summary (PRS), and explained in Attachment J-1, Performance Work Statement (PWS) shall be evaluated, using this Surveillance and Cost-Plus-Incentive-Fee Plan. The evaluation criteria and incentive fee structure are outlined below.

#### **1. Evaluation Criteria**

This contract is performance based and utilizes various methods to calculate fee based upon the defined acceptable quality levels for the performance of this contract. The Contractor's Monthly Self-Assessment of Performance and the PRS will be used to assess Contractor performance and to determine fee. Problems with services will be identified through periodic inspections, customer questionnaires, and Contractor self-identification.

Fee for performance of a listed service, specified in Column 2 of the PRS, is accepted and paid at the fee percentage indicated in column 5 of the PRS when the Acceptable Quality Level (AQL) meets or exceeds that indicated in column 3. The fee is determined quarterly. When the quarterly AQL is not met, the Contracting Officer's Technical Representative (COTR) will issue a Failure to Achieve AQL Report (FAAQL) to the Contractor who shall in turn respond and return it to the Contracting Officer (CO). The Contractor shall explain, in writing, why performance failed to achieve the AQL, and how recurrence of the problem will be prevented in the future. The CO will evaluate the Contractor's explanation and determine if full payment, deductions from full payment, objectionable past performance input, and/or other methods are applicable. The Government specifically reserves the right to make a temporary partial payment for services performed, prior to receipt and evaluation of the Contractor's response to a FAAQL.

### Incentive Fee Weighting Chart

Contract Requirement	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
1.1 Management	12%	12%	12%	12%	12%
1.2 Centerwide Support	20%	20%	20%	20%	20%
1.3 CDM Support to Product Line Directorates, Programs & Projects	20%	20%	20%	20%	20%
1.4 NASA Technical Specifications & Standards	6%	6%	6%	6%	6%
1.5 Technology Transfer	6%	6%	6%	6%	6%
1.6 ED Special Studies	1%	1%	1%	1%	1%
Cost	15%	15%	15%	15%	15%
Customer Satisfaction	20%	20%	20%	20%	20%
	100%	100%	100%	100%	100%

Due to dynamic Center commitments and changing priorities, the Government may unilaterally revise the Incentive Fee Weighting Chart and the associated PRS, before the start of a new quarterly evaluation period.

#### 2. Performance Measurement

The Contractor shall perform self surveillance, and report findings on the Quarterly Progress Report (DR 892MA-002). The reported items shall include the standard of performance tasks outlined in Attachment J-5, PRS, however not all efforts under this contract are included in the PRS. Lack of inclusion in the PRS in no way relieves the Contractor of the obligation to perform all delineated tasks as defined in the PWS. All evaluation criteria will be evaluated by the Contracting Officer's Technical Representative (COTR) based upon the Progress Report submitted by the Contractor. The Progress Report data will be reviewed and validated by COTR appointed technical monitors. The technical monitors will be responsible for reporting any discrepancies to the COTR. Random audits of the Progress Report to validate the accuracy of data submitted by the Contractor will be conducted by the Government. Other surveillance techniques may be employed if considered necessary by the Government.



## 2.1. Performance Work Statement

2.1.1 Management. The efficiency of the Contractor's Contract Management shall account for 12 percent of the total available fee. This 12 percent is performance fee and will be split into three categories.

2.1.1.1 DRDs. 4 percent of the total available fee shall be based upon timely delivery of contract management DRDs. 100 percent of the DRDs shall be complete, technically correct, and on schedule as described in the contract DRDs.

2.1.1.2 Staffing. 4 percent of the total available fee shall depend upon timely staffing of new requirements and vacated positions with technically appropriate personnel. Positions shall be staffed with appropriate personnel within 3 weeks of the approval of task orders or within 4 weeks of vacated positions.

2.1.1.3 Technical Management. 4 percent of the total available fee shall depend upon the Contractor providing a corrective action plan within 2 weeks of the identification of a technical issue.

2.1.2 Centerwide Support. The efficiency of the Contractor's Centerwide Support shall be performance based and account for 20 percent of the total available fee. The 20 percent shall be based on compliance with the MSFC Directive System and Institutional Milestones.

2.1.2.1 Compliance with MSFC Directive System. The MSFC quality processes already in place shall be used to measure compliance. The Contractor shall not have valid QSDNs, negative internal or external audit findings, or NCRs/RCARs written against their performance. If the Contractor has more than 2 negative QSDNs, or more than 2 internal/external audit findings, or one or more NCRs/RCARs written against them, then 25% of the fee pool allocated to WBS 1.2, Centerwide Support, shall be deducted for each occurrence in excess of the acceptable quality level (metrics), not to exceed the total 20% of the fee allocated to this WBS. The Contractor will not be held responsible for a negative QSDN, a negative internal or external audit finding, or an NCR/RCAR if they are the result of activities outside the control of the Contractor. The Contractor shall perform an assessment and notify the COTR, in writing, of their recommendation within 2 weeks of initiation of the documentation. The COTR will coordinate with all applicable parties to determine and/or validate

whether the negative situation was outside the control of the Contractor.

2.1.2.2 Institutional Milestones. Institutional milestones shall be identified before each quarterly reporting period by the Contractor and submit to the COTR for concurrence. For each milestone that the Contractor misses the due date shall result in a loss of 2 percent fee per occurrence. If the Contractor believes that he is being constrained by the Government in meeting these milestones, then the Contractor shall perform an assessment and notify the COTR, in writing, of their recommendation within 2 weeks of the missed milestone. The COTR will coordinate with all applicable parties to determine and/or validate that the negative situation was outside the control of the Contractor.

2.1.3 CDM Support to Product Line Directorates (PDLs), Programs and Projects. The efficiency of the Contractor's Centerwide Support shall be performance based and account for 20 percent of the total available fee. The 20 percent shall be based on compliance with the MSFC Directive System and Program/Project Milestones.

2.1.3.1 Compliance with MSFC Directive System. The MSFC quality processes already in place shall be used to measure compliance. The Contractor shall not have valid QSDNs, negative internal or external audit findings, or NCRs/RCARs written against their performance. If the Contractor has more than 2 negative QSDNs, or more than 2 internal/external audit findings, or one or more NCRs/RCARs written against them, then 25% of the fee pool allocated to WBS 1.3, Centerwide Support, shall be deducted for each occurrence in excess of the acceptable quality level (metrics), not to exceed the total 20% of the fee allocated to this WBS. The Contractor will not be held responsible for a negative QSDN, a negative internal or external audit finding, or an NCR/RCAR if they are the result of activities outside the control of the Contractor. The Contractor shall perform an assessment and notify the COTR, in writing, of their recommendation within 2 weeks of initiation of the documentation. The COTR will coordinate with all applicable parties to determine and/or validate whether the negative situation was outside the control of the Contractor.

2.1.3.2 Program/Project Milestones. Program/Project Milestones are identified in each task order. Each milestone that the Contractor misses the due date shall result in a loss of 2 percent fee per occurrence, not to exceed the total 20% of the fee



allocated to this WBS. If the Contractor believes that he is being constrained by the Government in meeting these milestones, then the Contractor shall perform an assessment and notify the COTR, in writing, of their recommendation within 2 weeks of the missed milestone. The COTR will coordinate with all applicable parties to determine and/or validate whether the negative situation was outside the control of the Contractor.

2.1.4 NASA Technical Specifications & Standards. The efficiency of the Contractor's data/documentation management for the NASA Technical Specifications & Standards Program shall be performance based and account for 6 percent of the total available fee. This fee shall depend on meeting the Program schedules for the Standards of Performance with a loss of 2 percent of fee for each missed milestone not to exceed the total 6% of the fee allocated to this WBS for the applicable reporting period.

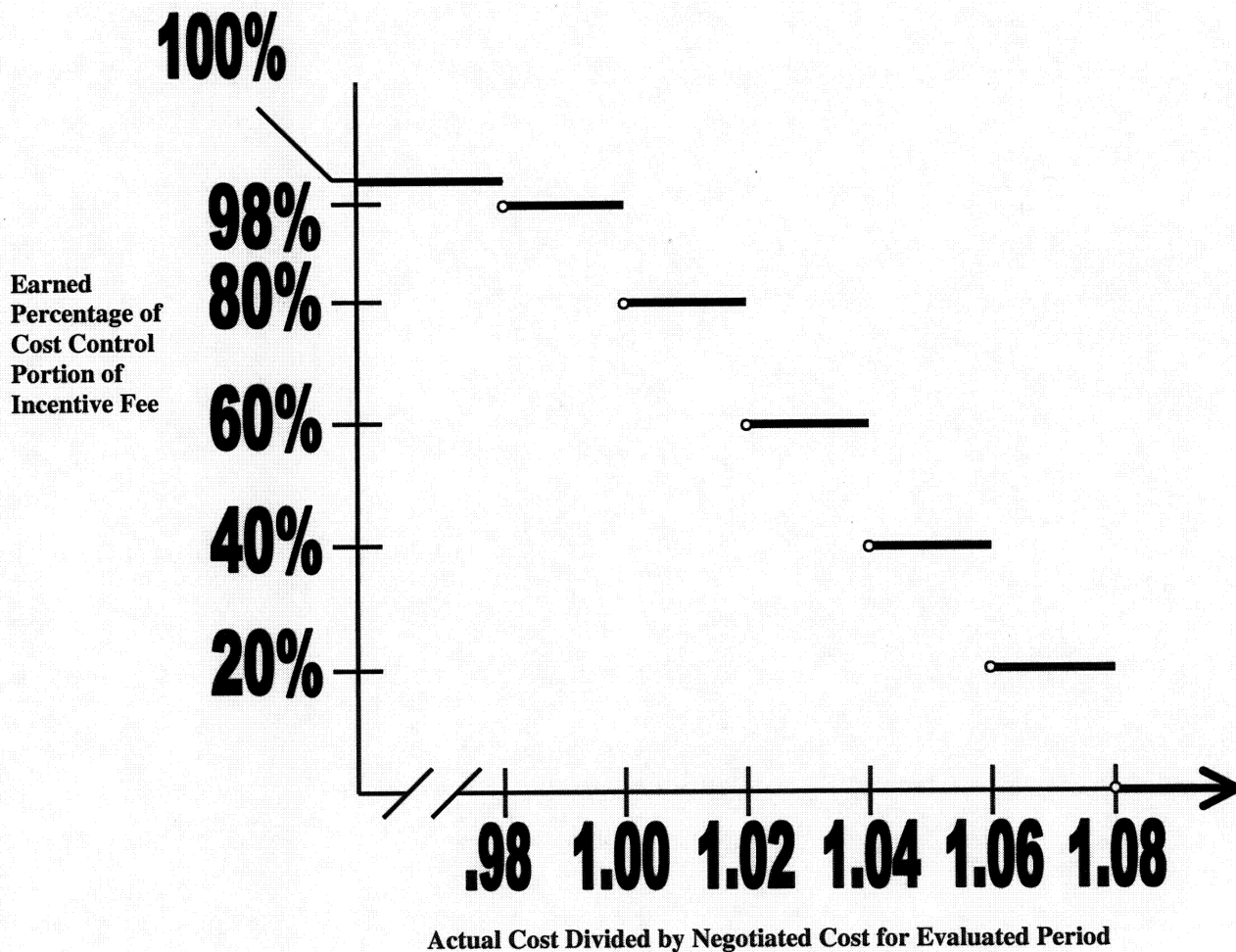
2.1.5 Technology Transfer Data & Document Management. The efficiency of the Contractor's activities in support of Technology Transfer Data & Document Management shall be performance based and account for 6 percent of the total available fee. This fee shall depend on meeting the Program schedules for the Standards of Performance with a loss of 2 percent of fee for each missed milestone not to exceed the total 6% of the fee allocated to this WBS for the applicable reporting period.

2.1.6 Special Studies. The efficiency of the Contractor's activities in support of special studies shall be performance based and account for 1 percent of the total available fee. This fee shall depend on meeting the Program schedules for the Standards of Performance with a loss of 1 percent of fee for each missed milestone not to exceed the total 1% of the fee allocated to this WBS for the applicable reporting period.

2.2 Cost. The Contractor shall control cost consistent with the negotiated cost. The efficiency of the Contractor's Cost Control shall account for 15 percent of the total available fee. The Cost Control Fee Determination Chart (below) shall apply.

# Cost Control Fee Determination Chart

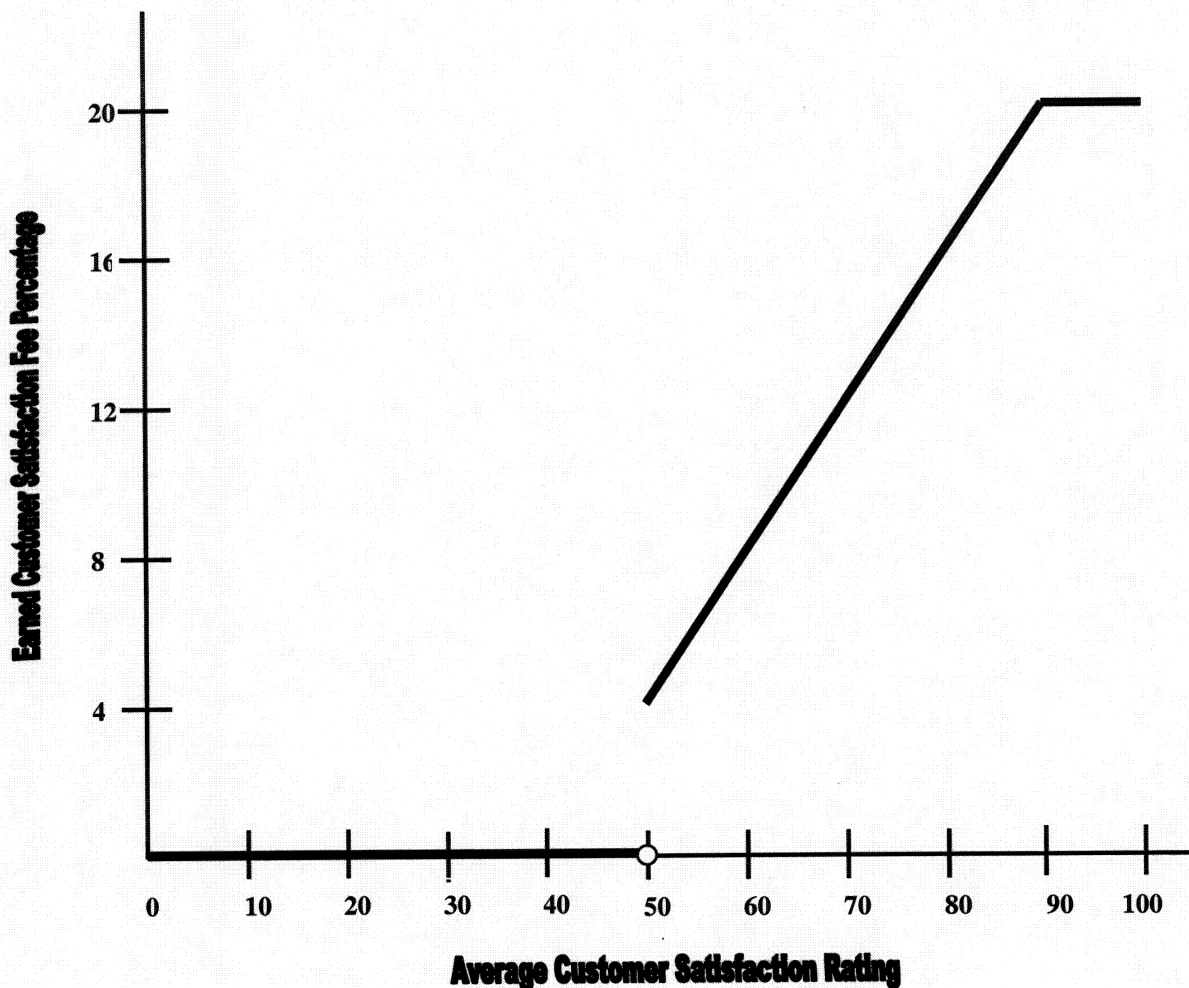
<u>Actual Cost Divided by Negotiated Cost for Evaluated Period</u>	<u>Earned Percentage of Cost Control Portion of Incentive Fee</u>	
$\leq 0.98$ (underrun)	100%	
$> 0.98$ and $\leq 1.00$ (on target)	98%	
$> 1.00$ and $\leq 1.02$ (overrun)	80%	
$> 1.02$ and $\leq 1.04$	60%	
$> 1.04$ and $\leq 1.06$	40%	
$> 1.06$ and $\leq 1.08$	20%	
$> 1.08$	0%	



2.3 Customer Satisfaction. As a measure of the quality of the services provided, the Contractor shall distribute a questionnaire, assemble the results, and forward the results to the COTR. The distribution of the questionnaire shall be as directed by the COTR. The questionnaire shall contain a question concerning overall satisfaction of the services provided with an adjective rating.

<u>ADJECTIVE RATING</u>	<u>DEFINITIONS</u>	<u>NUMERICAL RATING</u>
Excellent	Exceptional performance. No significant problems encountered.	100 pts
Very Good	Performance which demonstrates overall competence and fulfillment of contract requirement. Quality of overall performance outbalances any problem encountered.	90 pts
Good	Performance which shows reasonable fulfillment of contract requirement. As a whole, overall performance quality is not adversely affected by problems encountered.	70 pts
Fair	Performance deficient in accomplishing contract requirement. Problems outbalance areas of quality performance.	50 pts
Poor	Performance without substantive merit.	30 pts

The adjective rating will be converted to points and averaged. Scores will result in customer satisfaction fee as follows:



### 3. Audit Reporting Integrity

3.1 If random audits by the COTR or appointed representative (s) detect self surveillance reporting errors, the Contractor's incentive fee on the contract requirement found in error will be reduced by 10 percent for the first occurrence. Any repeated reporting errors will result in an incentive fee of 0 percent for the contract requirement (s) found in error. This does not apply to errors that have no effect on the incentive fee.

**ATTACHMENT J-5**  
**PERFORMANCE REQUIREMENTS SUMMARY**

Contract Requirement	Standards of Performance	Acceptable Quality Level (METRICS)	Surveillance Method & Frequency	Wt.
WBS 1.1 MANAGEMENT	1. Contract administration 2. Staffing 3. Technical management	1. Timely delivery of management DRD's 2. Timely staffing of positions 3. 2 weeks after identification of technical issue provide corrective action plan	Progress Report/Quarterly  Progress Report/Quarterly  Progress Report/Quarterly	4% 4% 4%
WBS 1.2 CENTERWIDE SUPPORT	1. Compliance with the MSFC Directive System 2. Institutional Milestones	2 QSDN's 2 Audit findings (internal/external) 0 NCR's/RCAR's Meet scheduled milestones	Progress Report/Quarterly	20%
WBS 1.3 C&DM SUPPORT TO PRODUCT LINE DIRECTORATE, PROGRAM AND PROJECTS	1. Compliance with the MSFC Directive System 2. Program/Project Milestones	2 QSDN's 2 Audit findings (internal/external) 0 NCR's/RCAR's Meet project scheduled milestones	Progress Report/Quarterly	20%
WBS 1.4 NASA SPECIFICATION AND STANDARDS PROGRAM	1. Update/format 2 NASA Technical Standard's products 2. 3 times a year validate the non-Government Voluntary Consensus Standard's listing 3. Provide review/technical assessment 3 task per quarter	1-3 Meet Program schedules in a timely manner	Progress Report/Quarterly	6%
WBS 1.5 TECHNOLOGY TRANSFER PROGRAM	1. Support the development of SBIR/STTR and Technology progress report 2. TechTracs quarterly reports 3. Support the NASA Technology Inventory reports to HQ	Meet milestones as defined by CD30	Progress Report/Quarterly  Progress Report/Quarterly  Progress Report/Quarterly	2% 2% 2%

Contract Requirement	Standards of Performance	Acceptable Quality Level (METRICS)	Surveillance Method & Frequency	Wt.
WBS 1.6 ED SPECIAL STUDIES	Special Studies Team milestones	Meet scheduled milestones	Progress report/ Quarterly	1%
COST CONTROL	Actual Cost versus Planned Cost	See Attachment J-4	533M Report/ Monthly	15%
CUSTOMER SATISFACTION	Customer satisfaction	Satisfaction level (for range see Attachment J-4)	Questionnaire/ Quarterly	20%

©

## **ATTACHMENT J-6**

### **APPLICABLE REGULATIONS, PROCEDURES, AND DOCUMENTS**

The documents listed herein contain specifications to which the work must conform. The Contractor shall comply with the requirements of these documents and all revisions thereto.

As a Services Contract, the Contractor shall utilize all NASA and MSFC Directives and Standards as applicable, as well as, Engineering Systems Department (ED40/ED41) and Configuration and Data Management Group (ED43) Organizational Issuance(s) (OIs). Applicable regulations, procedures, and documents have been provided electronically with this RFP. Current versions shall be utilized, unless authorization to use obsolete versions has been properly documented.

The following documents are applicable as stated in the Performance Work Statement and Data Procurement Document (892).

29 CFR 1910, Department of Labor; Occupational Safety and Health  
Administration Standards for General Industry

40 CFR, Protection of the Environment

OMB Circular A119, Preferred Specifications and Standards

37 CFR 404, Licensing of Government Owned Inventions

42 USC 2451, The National Aeronautics and Space Act of 1958 as  
amended

CD30-CRF, Customer Request Form

CD01-OWI-001, Customer and Employee Relation

ANSI Standards applicable to the scope of this contract

ANSI/ASQC Q9001-1994/2000, Quality Systems-Model for Quality

Assurance in Design, Development,  
Production, Installation, and Servicing

NFPA Standards, National Fire Codes

NFS 1852.242-73, NASA Contractor Financial Management Reporting  
(July 1997)

Part 45 of the Federal Acquisition Regulation

NPG 8621.1, NASA Procedures and Guidelines for Mishap Reporting,  
Investigating, and Recordkeeping

NHB 5100.4A, Part 18-45, NASA Federal Acquisition Regulation  
Supplement

NPD 8070.6, Technical Standards

NPG 8715.3, NASA Safety Manual

NPG 9501.2, NASA Contractor Financial Management Reporting

NASA-STD-8719.11, Safety Standard for Fire Protection

MPG 8870.1, MSFC Environmental Management Program

MPD 1280.1, Marshall Management Manual

MPD 1840.1, MSFC Environmental Health Program

MPD 1840.2, MSFC Hearing Conservation Program

MPD 1840.3, MSFC Respiratory Protection Program

MPD 2210.1, Documentation Input and Output of the MSFC  
 Documentation Repository  
 MPD 2810.1, Security of Information Technology  
 MPG 1040.3, MSFC Emergency Plan  
 MPG 1371.1, Procedures and Guidelines for Processing Foreign  
 Visitor Requests  
 MPG 1440.2, MSFC Records Management Program  
 MPG 1800.1, Bloodborne Pathogens  
 MPG 1810.1, MSFC Occupational Medicine  
 MPG 1840.1, MSFC Confined Space Entries  
 MPG 1840.2, MSFC Hazardous Communication Program  
 MPG 2810.1, Security of Information Technology  
 MPG 7120.2, Multiprogram/Project Common-Use Documentation  
 MPG 7120.3, Data Management, Programs/Projects  
 MPG 8040.1, Configuration Management, Program/Projects  
 MPG 8040.2, Product Identification  
 MPG 8040.3, Product Traceability  
 MPG 8060.1, Flight Systems Design Control  
 MPG 8715.1, Marshall Safety, Health, and Environmental (SHE)  
 Program  
 MWI 3410.1, Personnel Certification Program  
 MWI 7120.2, Data Requirements Identification/Definition  
 MWI 7120.3, Program/Project Data System  
 MWI 7120.4, Documentation Preparation, Programs/Projects  
 MWI 7120.5, Data Management Plans, Program/Projects  
 MWI 8040.1, Configuration Management Plan, MSFC Program/Projects  
 MWI 8040.2, Configuration Control, MSFC Programs/Projects  
 MWI 8040.3, Deviation and Waiver Process, MSFC Programs/Projects  
 MWI 8040.4, Application Guidance for Traceability  
 MWI 8040.5, Floor Engineering Orders and Floor Engineering Parts  
 Lists  
 MWI 8040.6, Functional and Physical Configuration Audits, MSFC  
 Programs/Projects  
 MWI 8040.7, Configuration Management Audits, MSFC  
 Programs/Projects  
 MWI 8621.1, Close Call and Mishap Reporting and Investigation  
 Program  
 MSFC-STD-555, MSFC Engineering Documentation Standard  
 MSFC-MNL-1951, Change Processing, Tracking, and Accounting  
 System User's Guide  
 MSFC-MNL-2061, Enhancement/Discrepancy System User's Guide  
 MSFC-MNL-2110, Review Item Discrepancy System User's Guide  
 MSFC-STD-2806, MSFC Tailoring Guide for the Global Drawing  
 Requirements Manual  
 ED40/ED41/ED43 Organizational Issuances

In addition to the regulations and procedures identified  
 elsewhere in this contract, the Contractor shall comply with the  
 following regulations and procedures, and the latest revision  
 thereto. This listing is not intended to relieve the Contractor  
 of its responsibility for identification of applicable  
 regulations and procedures and compliance therewith, when  
 performing work onsite at MSFC.



## OMB CIRCULARS

Circular A-130

Management of Federal Information Resources

## NASA DIRECTIVES

NPG 1490.1	Printing, Reproduction, and Self-Service Copying Services
NPD 1000.1	NASA Strategic Plan
NPD 1050.1	Authority to Enter into Space Act Agreements
NPD 2091.1	Inventions Made by Government Employees
NPD 2092.1	Royalties and Other Payments Received by NASA from the Licensing of Patents and Patent Applications
NPD 2210.1	External Release of NASA Software
NPD 2220.5	Management of NASA Scientific & Technical Information (STI)
NPD 7120.4	Program/Project Management
NPG 1050.1	Space Act Agreements Manual
NPG 1441.1	NASA Records Retention Schedules
NPG 7120.5	Program & Project Management Processes and Requirements

## MSFC DIRECTIVES

MM 4000.1	Property Management Manual
MPG 1600.1	MSFC Security Procedures and Guidelines
MPG 2500.1	Marshall Telecommunications Services
MPG 1100.1	Marshall Space Flight Center Organizational Manual
MPG 1050.1	Contract (Customer Agreement) Review
MPG 1280.4	MSFC Corrective Action System
MPG 1280.5	MSFC Preventative Action System
MPG 1280.6	Internal Quality Audits
MPG 1410.1	Document and Data Control for Organizational Issuances
MPG 3410.1	Training
MPG 2190.1	MSFC Export Control Program
MWI 4200.1	Equipment Control
MWI 4520.1	Receiving
MPG 6700.1	Motor Vehicle Fleet Operation
MWI 1050.3	Policy and Authority to Take Actions Related to Reimbursable and Nonreimbursable Space Act Agreements
MWI 1280.2	MSFC Quality Comment System
MWI 1280.4	MSFC Quality System Deficiency Notification System

## MISCELLANEOUS POLICIES AND PROCEDURES

MSFC Smoking Policy at <http://hrd.msfc.nasa.gov/smoke.html>  
DOD Manual 5220.22, Industrial Security Manual for Safeguarding Classified Information

## **ATTACHMENT J-7**

### **GOVERNMENT-PROVIDED FACILITIES AND EQUIPMENT**

The Government will provide, at the Offeror's option, the facilities and equipment described below for on-site effort on a no-charge-for-use-basis. The Government does not restrict the Contractor's discretion in the acquisition or use of whatever incidental IT resources may be required to perform the tasks in the Performance Work Statement. This information is not all inclusive and may be modified depending on the Government's assessment of requirements.

For direct charge contractor employees, the Government will provide adequate office supplies and general-purpose office equipment to include desks, copiers, printers, phone service including voice mail, and computers including e-mail and internet access. The Government will not furnish items such as vehicles, pagers, or cell phones. Laptop computers will not be normal issue but may be provided with COTR concurrence.

The Government will provide office spaces within the following MSFC Buildings: 4200, 4201, 4203, 4481, 4487, 4610, 4619, 4656, 4666, 4708, 4732, and other on-site and near-site facilities as required.

**\*\*\*\*\* MOU WD PROGRAM \*\*\*\*\***

WASHINGTON D.C. 20210

ORIGINAL SIGNED BY:  
William W. Gross                      Division of  
Director                              Wage Determinations

Wage Determination No.: 1994-2008  
Revision No.: 17  
Date Of Last Revision: 01/28/2002

States: Alabama, Tennessee

Area: Alabama Counties of Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston  
Tennessee Counties of Giles, Lawrence, Lincoln, Moore, Wayne

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION TITLE	MINIMUM WAGE RATE
<b>Administrative Support and Clerical Occupations</b>	
Accounting Clerk I	8.76
Accounting Clerk II	10.55
Accounting Clerk III	13.41
Accounting Clerk IV	16.77
Court Reporter	13.58
Dispatcher, Motor Vehicle	14.03
Document Preparation Clerk	12.18
Duplicating Machine Operator	12.18
Film/Tape Librarian	10.72
General Clerk I	8.65
General Clerk II	9.73
General Clerk III	10.42
General Clerk IV	12.19
Housing Referral Assistant	16.22
Key Entry Operator I	9.37
Key Entry Operator II	11.16
Messenger (Courier)	7.39
Order Clerk I	10.22
Order Clerk II	13.88
Personnel Assistant (Employment) I	9.17
Personnel Assistant (Employment) II	12.09
Personnel Assistant (Employment) III	13.51
Personnel Assistant (Employment) IV	13.73
Production Control Clerk	16.25
Rental Clerk	10.72
Scheduler, Maintenance	11.51
Secretary I	11.51
Secretary II	13.58
Secretary III	16.22
Secretary IV	19.75
Secretary V	21.92
Service Order Dispatcher	11.89
Stenographer I	13.44

Stenographer II	15.24
Supply Technician	19.75
Survey Worker (Interviewer)	13.58
Switchboard Operator-Receptionist	8.57
Test Examiner	13.58
Test Proctor	13.58
Travel Clerk I	8.22
Travel Clerk II	8.71
Travel Clerk III	9.29
Word Processor I	11.10
Word Processor II	12.46
Word Processor III	13.93

#### Automatic Data Processing Occupations

Computer Data Librarian	9.81
Computer Operator I	12.14
Computer Operator II	13.55
Computer Operator III	17.17
Computer Operator IV	17.91
Computer Operator V	19.83
Computer Programmer I (1)	16.22
Computer Programmer II (1)	19.10
Computer Programmer III (1)	22.79
Computer Programmer IV (1)	27.57
Computer Systems Analyst I (1)	24.64
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.14

#### Automotive Service Occupations

Automotive Body Repairer, Fiberglass	17.50
Automotive Glass Installer	15.94
Automotive Worker	15.94
Electrician, Automotive	16.73
Mobile Equipment Servicer	14.45
Motor Equipment Metal Mechanic	17.50
Motor Equipment Metal Worker	15.94
Motor Vehicle Mechanic	15.98
Motor Vehicle Mechanic Helper	12.52
Motor Vehicle Upholstery Worker	15.22
Motor Vehicle Wrecker	15.94
Painter, Automotive	15.28
Radiator Repair Specialist	15.94
Tire Repairer	12.75
Transmission Repair Specialist	17.50

#### Food Preparation and Service Occupations

Baker	
Cook I	9.96
Cook II	7.87
	8.85

Dishwasher	6.95
Food Service Worker	6.95
Meat Cutter	9.99
Waiter/Waitress	6.82

#### **Furniture Maintenance and Repair Occupations**

Electrostatic Spray Painter	17.56
Furniture Handler	13.94
Furniture Refinisher	17.56
Furniture Refinisher Helper	14.41
Furniture Repairer, Minor	15.98
Upholsterer	17.56

#### **General Services and Support Occupations**

Cleaner, Vehicles	7.99
Elevator Operator	8.06
Gardener	10.22
House Keeping Aid I	7.13
House Keeping Aid II	8.62
Janitor	8.06
Laborer, Grounds Maintenance	8.44
Maid or Houseman	6.63
Pest Controller	9.09
Refuse Collector	8.44
Tractor Operator	10.19
Window Cleaner	8.24

#### **Health Occupations**

Dental Assistant	10.98
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.88
Licensed Practical Nurse I	11.17
Licensed Practical Nurse II	12.54
Licensed Practical Nurse III	14.04
Medical Assistant	9.81
Medical Laboratory Technician	12.53
Medical Record Clerk	11.28
Medical Record Technician	13.60
Nursing Assistant I	7.75
Nursing Assistant II	8.71
Nursing Assistant III	9.50
Nursing Assistant IV	10.66
Pharmacy Technician	12.24
Phlebotomist	11.28
Registered Nurse I	14.90
Registered Nurse II	18.23
Registered Nurse II, Specialist	18.23
Registered Nurse III	22.05
Registered Nurse III, Anesthetist	22.05
Registered Nurse IV	26.43

### Information and Arts Occupations

Audiovisual Librarian	21.15
Exhibits Specialist I	17.77
Exhibits Specialist II	21.76
Exhibits Specialist III	26.45
Illustrator I	17.77
Illustrator II	21.76
Illustrator III	26.45
Librarian	19.27
Library Technician	14.28
Photographer I	13.01
Photographer II	15.02
Photographer III	17.99
Photographer IV	22.00
Photographer V	26.70

### Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler	6.94
Counter Attendant	6.94
Dry Cleaner	7.29
Finisher, Flatwork, Machine	6.94
Presser, Hand	6.94
Presser, Machine, Drycleaning	6.94
Presser, Machine, Shirts	6.94
Presser, Machine, Wearing Apparel, Laundry	7.32
Sewing Machine Operator	7.64
Tailor	8.36
Washer, Machine	7.46

### Machine Tool Operation and Repair Occupations

Machine-Tool Operator (Toolroom)	18.68
Tool and Die Maker	22.78

### Material Handling and Packing Occupations

Forklift Operator	14.82
Fuel Distribution System Operator	16.43
Material Coordinator	16.25
Material Expediter	16.25
Material Handling Laborer	9.58
Order Filler	10.87
Production Line Worker (Food Processing)	11.57
Shipping Packer	10.89
Shipping/Receiving Clerk	10.51
Stock Clerk (Shelf Stocker; Store Worker II)	12.11
Store Worker I	8.93
Tools and Parts Attendant	12.44
Warehouse Specialist	11.57

## **Mechanics and Maintenance and Repair Occupations**

Aircraft Mechanic	18.38
Aircraft Mechanic Helper	14.41
Aircraft Quality Control Inspector	20.21
Aircraft Servicer	15.98
Aircraft Worker	16.75
Appliance Mechanic	17.56
Bicycle Repairer	14.66
Cable Splicer	18.38
Carpenter, Maintenance	17.56
Carpet Layer	16.75
Electrician, Maintenance	20.61
Electronics Technician, Maintenance I	14.82
Electronics Technician, Maintenance II	25.55
Electronics Technician, Maintenance III	26.62
Fabric Worker	15.98
Fire Alarm System Mechanic	18.38
Fire Extinguisher Repairer	15.72
Fuel Distribution System Mechanic	18.38
General Maintenance Worker	16.43
Heating, Refrigeration and Air Conditioning Mechanic	18.38
Heavy Equipment Mechanic	18.38
Heavy Equipment Operator	17.87
Instrument Mechanic	18.38
Laborer	8.89
Locksmith	17.56
Machinery Maintenance Mechanic	20.72
Machinist, Maintenance	16.92
Maintenance Trades Helper	14.41
Millwright	18.38
Office Appliance Repairer	17.56
Painter, Aircraft	17.56
Painter, Maintenance	17.56
Pipefitter, Maintenance	18.38
Plumber, Maintenance	17.56
Pneudraulic Systems Mechanic	18.38
Rigger	18.38
Scale Mechanic	16.75
Sheet-Metal Worker, Maintenance	18.38
Small Engine Mechanic	16.75
Telecommunication Mechanic I	18.38
Telecommunication Mechanic II	20.21
Telephone Lineman	18.38
Welder, Combination, Maintenance	18.38
Well Driller	18.38
Woodcraft Worker	18.38
Woodworker	16.43

## **Miscellaneous Occupations**

Animal Caretaker	7.19
Carnival Equipment Operator	7.70

Carnival Equipment Repairer	8.09
Carnival Worker	6.38
Cashier	6.50
Desk Clerk	6.90
Embalmer	18.01
Lifeguard	9.46
Mortician	17.26
Park Attendant (Aide)	10.21
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.87
Recreation Specialist	11.14
Recycling Worker	10.10
Sales Clerk	8.87
School Crossing Guard (Crosswalk Attendant)	7.12
Sport Official	8.87
Survey Party Chief (Chief of Party)	12.11
Surveying Aide	7.45
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.21
Swimming Pool Operator	9.72
Vending Machine Attendant	8.48
Vending Machine Repairer	9.72
Vending Machine Repairer Helper	8.48

#### **Personal Needs Occupations**

Child Care Attendant	6.95
Child Care Center Clerk	8.68
Chore Aid	6.82
Homemaker	11.01

#### **Plant and System Operation Occupations**

Boiler Tender	18.86
Sewage Plant Operator	17.56
Stationary Engineer	18.86
Ventilation Equipment Tender	14.41
Water Treatment Plant Operator	17.56

#### **Protective Service Occupations**

Alarm Monitor	11.60
Corrections Officer	12.80
Court Security Officer	10.88
Detention Officer	12.80
Firefighter	9.62
Guard I	8.73
Guard II	12.11
Police Officer	15.64

#### **Stevedoring/Longshoremen Occupations**

Blocker and Bracer	13.48
Hatch Tender	13.48
Line Handler	13.68



Stevedore I	11.66
Stevedore II	14.13

#### Technical Occupations

Air Traffic Control Specialist, Center (2)	28.33
Air Traffic Control Specialist, Station (2)	19.54
Air Traffic Control Specialist, Terminal (2)	21.51
Archeological Technician I	15.69
Archeological Technician II	17.56
Archeological Technician III	21.76
Cartographic Technician	22.32
Civil Engineering Technician	20.75
Computer Based Training (CBT) Specialist/ Instructor	24.00
Drafter I	13.99
Drafter II	15.69
Drafter III	17.77
Drafter IV	21.76
Engineering Technician I	12.79
Engineering Technician II	15.89
Engineering Technician III	19.09
Engineering Technician IV	26.34
Engineering Technician V	30.74
Engineering Technician VI	37.17
Environmental Technician	16.67
Flight Simulator/Instructor (Pilot)	26.49
Graphic Artist	19.39
Instructor	19.27
Laboratory Technician	14.09
Mathematical Technician	21.61
Paralegal/Legal Assistant I	13.59
Paralegal/Legal Assistant II	17.18
Paralegal/Legal Assistant III	20.96
Paralegal/Legal Assistant IV	25.37
Photooptics Technician	19.16
Technical Writer	23.07
Unexploded (UXO) Safety Escort	19.14
Unexploded (UXO) Sweep Personnel	19.14
Unexploded Ordnance (UXO) Technician I	19.14
Unexploded Ordnance (UXO) Technician II	23.15
Unexploded Ordnance (UXO) Technician III	27.74
Weather Observer, Combined Upper Air and Surface Programs (3)	16.72
Weather Observer, Senior (3)	17.08
Weather Observer, Upper Air (3)	16.72

#### Transportation/ Mobile Equipment Operation Occupations

Bus Driver	12.67
Parking and Lot Attendant	8.18
Shuttle Bus Driver	11.97
Taxi Driver	9.91
Truckdriver, Heavy Truck	14.71
Truckdriver, Light Truck	11.97

Truckdriver, Medium Truck	13.56
Truckdriver, Tractor-Trailer	15.01

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition.

**These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.**

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer,

or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

# ATTACHMENT J-9

## LABOR CATEGORY POSITION DESCRIPTIONS

Position Title	General Characteristics	Typical Duties And Responsibilities	Direction Received	Degree/ Experience
Senior Engineer	Ability to assume full technical responsibility for interpreting, organizing, executing and coordinating assignments. Maintains liaison with individuals and units within or outside his/her organization, with responsibility for acting independently. Possesses a thorough knowledge of the configuration and data management disciplines. Work at this level usually requires extensive progressive experience.	In a supervisory capacity plans, develops, coordinates, and directs configuration and data management for projects of major importance. Implement C&DM policies and procedures. The extent of responsibilities generally requires a few (3 to 6) subordinates.	Supervision received is essentially administrative, with assignments given in terms of broad general objectives and limits.	BS with a minimum of 10 years experience in the related field or equivalent experience and education.
Engineer	Applies intensive and diversified knowledge of engineering principles and practices in broad areas of assignment. Makes decisions independently on engineering problems and methods, and represents the organization in meeting to resolve issue and coordinate work. Has a working knowledge of the Configuration and/or Data Management principles.	1. Plans, schedules, conducts or coordinates configuration and/or data management systems for Programs/Projects. Plan and coordinate design reviews and audits. 2. Provide center-wide support in areas such as procedures, data requirements management, release desk and drawing checking.	Supervision and guidance related largely to overall objectives, critical issues, new concepts and policy matters. Consults with supervisor concerning unusual problem and developments.	BS with a minimum of 5 years experience in related field or equivalent experience and education.

Position Title	General Characteristics	Typical Duties And Responsibilities	Direction Received	Degree/ Experience
Computer System Engineer	Masters concepts, principles, techniques, and practices of software engineering to design and develop complex automated, integrated, web-base database systems. Possesses knowledge and experience in HTML, Java Script and SQL for Oracle database systems.	Conducts feasibility studies and analysis to define concepts and criteria. Develops plans, requirements, and cost specifications and cost estimates.	Assignments are made in general terms, with a wide latitude for independent judgment to obtain objectives.	BS with a minimum of 5 years experience in the related field or equivalent experience and education.
Senior C&DM Specialist	Demonstrates thorough knowledge of configuration and data management. Possesses substantial experience in both configuration and data management and formal training.	1. Plans, schedules, conducts or coordinates configuration and/or data management systems for Programs/Projects. Plan and coordinate design reviews and audits. 2. Provides center-wide support in areas such as procedures, data requirements management, release desk and drawing checking	Assignments are made in general terms, with a wide latitude for independent judgment to obtain objectives.	BA or BS or a minimum of 5 years experience in the related field or equivalent experience and education.

Position Title	General Characteristics	Typical Duties And Responsibilities	Direction Received	Degree/ Experience
C&DM Specialist	Demonstrates specialized skills in configuration and data management. Possesses several years experience in at least one of the areas above and some formal training.	1. Performs routine and non-routine assignments in the implementation of configuration and/or data management systems for Programs/Projects. 2. Performs routine and non-routine center-wide assignments in areas such as procedures, data requirements management and release desk.	Routine assignments are made in general terms, specific procedures are used to implement. Non-routine assignments are made in detail.	AA or AS or a minimum of 2 years experience in the related field or equivalent experience and education.
Engineering Tech III	Performs routine and non-routine assignments. Such assignments are screened to eliminate unusual designs. Receives technical advice from supervisor or engineer; work is reviewed for technical adequacy.	Reviews design packages (design drawings and engineering parts list) for completeness and accuracy. Applies engineering practices (reference Global Drafting Manual).	Assignments are made in general terms, which requires the appropriate standards to be applied. Completed work is checked for quality and accuracy.	AA or AS or a minimum of 2 years experience in the related field or equivalent experience and education.
Accounting Clerk IV	Has management training and significant experience in the fields of accounting, business and finance.	Defines detailed objectives, develops the approach, organizes the detail work and assures timely completion of task.	Assignments are made in general terms that require the selection of the appropriate accounting, financial, and business principles to be utilized.	BA or BS with a minimum of 5 years experience in Business Management related field or equivalent experience and education.



Position Title	General Characteristics	Typical Duties And Responsibilities	Direction Received	Degree/ Experience
Accounting Clerk III	Has skill in business, resource management and accounting, with several years experience in these areas.	Performs manpower and cost planning, cost analysis and reporting, accounting operations, budget planning, scheduling, and trend analysis.	Assignments are made in requirements and objectives with additional guidance as required. Completed work is reviewed for quality and accuracy.	AA or AS or a minimum of 3 years experience in a Business related field or equivalent experience and education.
Secretary III	Performs standard and non-standard assignments involving different or methods and unrelated processes in varying sequence: work requires extensive knowledge of rules, operations or business practices.	Follows accepted practices in resolving non-reoccurring problems and meeting deadlines; completed products are evaluated for effectiveness in meeting goals; extensive guidelines in the form of instructions, manuals and regulations are applied.	Supervisor screens assignments for unusual or difficult tasks and selects instructions, manuals and regulations that apply.	None

## **ATTACHMENT J-12 SAFETY PERFORMANCE EVALUATION**

**1. CONTRACTOR RESPONSIBILITY.** The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor's Safety and Health Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct a quarterly self-evaluation based on these criteria. The CO/COTR, in coordination with the MSFC Safety Office, will validate the Contractor's self-evaluation.

Every quarter, the agreed score will be used to assess performance appropriately—positive or negative.

For the purpose of assessing the quarterly score, the Contractor and the CO/COTR, in coordination with the MSFC Safety Office, will reach a mutually agreeable determination based on the metrics reflected in the attachment. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the Contracting Officer from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

**2. EVALUATION CRITERIA.** Contractor self-evaluation and Government validation will be based on the applicable elements and subelements of the MSFC safety program shown below. Specific criteria are shown on Attachment 1 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

### **Management Commitment and Employee Involvement (ELEMENT 1)**

Documented Safety Policy And Goals  
Safety Committees  
Safety Meetings  
Subcontractor Safety  
Resources  
Access to Professional Safety Staff  
Accountability (Disciplinary Program)  
Annual Evaluation

### **(ELEMENT 4)**

### **System And Worksite Hazard Analysis (ELEMENT 2)**

Complete And Update Baseline Surveys  
Perform Analysis Of New Work.  
Job Hazard Analysis/ Process Review  
Self-Inspections  
Employee Hazard Reporting  
Mishap/Close Call Investigation  
Injury/Illness Rates

### **Hazard Prevention and Control (ELEMENT 3)**

Hazard Identification Process  
Facility and Equipment Maintenance  
Emergency Program and Drills  
Emergency Medical Care Program  
Personal Protective Equipment  
Health Program

### **Safety and Health Training**

Employee  
Supervisor  
Manager

### 3. PERFORMANCE RECOGNITION.

#### Contractor performance will be recognized as follows:

- **Level I**-Annual rating score of  $\geq 36$  based on the average of the quarterly assessment scores, and a Lost-Time Incident Rate (LTIR)  $\leq 50\%$  of the LTIR for the applicable Standard Industrial Classification (SIC) rate. *Formal award with public recognition. Appropriate past performance referrals provided.*

**Exception:** Contractors with less than 100 employees located onsite MSFC. To be rated in Level I, the contractor shall have no lost time injuries during the past year.

- **Level II**-Annual rating score of  $\geq 28$  based on the average quarterly assessment score, and a Lost-Time Incident Rate (LTIR)  $<$  the applicable Standard Industrial Classification (SIC) rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued. *Formal letter of commendation. Will impact contract evaluation and past performance referrals.*

**Exception:** Contractors with less than 100 employees located onsite MSFC. To be rated in Level II, the contractor shall have no more than one lost time injury during the past year.

- **Level III**-Quarterly rating score of  $\leq 16$  or a Lost Time Incident Rate (LTIR)  $>$  the Standard Industrial Classification (SIC) rate. *Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance Database. Failure to improve could result in contract options not being exercised.*

**Exception:** Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given to a contractor having greater than two lost time injuries during the past year.

- If contractor's Safety Performance evaluation does not fall within the above categories. *No recognition.*

**NOTE:** The most current Department of Labor SIC rate, effective at the beginning of the annual evaluation period, will be utilized for LTIR evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

### 4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.

The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

### 5. EVALUATION PROCESS.

The evaluation process will be based on the major elements and their subelements cited in Paragraph 2.

The evaluation process will include these steps:

- Contractor to conduct quarterly self-assessment and assign numerical score to each element.
- Contractor self assessments will address compliance with their approved Safety and Health Plan.
- Contractor to have self-assessment validated by CO/ COTR and S&MA Office.
- On an annual basis, the Contracting Officer will apply contract incentives/recognition or consequences based on the average quarterly scores. The Contracting Officer will make a determination on a quarterly basis for items requested in paragraph 6 that are not reported. (Also, see paragraph 7 below.)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1.

## **6. SAFETY METRIC REPORTING.**

The contractor shall utilize MSFC Form 4371 to submit, on a monthly basis, information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPG 8621.1). Close calls and minor cases, including first aid and non-injury cases, shall be reported when there is a potential lessons learned or when action needs to be taken to prevent more serious damage, loss, or personal injury, (including communication of the incident to promote employee awareness). The report shall also include total hours worked and the number of safety inspections and safety meetings conducted during the month.

The contractor shall also utilize NASA Form 1627 to include details of any mishap, results of the investigation, and the corrective action plan.

## **7. FAILURE TO REPORT**

If the contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of \$1,000 will be deducted for each occurrence of failure to report the required data.

Safety Performance  
Evaluation Summary

## Evaluation Criteria and Performance Recognition

### EVALUATION CRITERIA

- Management Commitment and Employee Involvement
- System and Worksite Hazard Analysis
- Hazard Prevention and Control
- Safety and Health Training

### PERFORMANCE RECOGNITION

Score	≥ 36 points (Annual Score)	≥ 28 points (Annual Score)	≤ 16 points (Quarterly Score)
	<u>and</u>	<u>and</u>	<u>or</u>
LTIR	≤ 50% of the LTIR for the applicable SIC rate <b>Exception:</b> Contractors with less than 100 employees located onsite MSFC shall have <u>no</u> lost time injuries during the past year.	< the applicable SIC rate <b>Exception:</b> Contractors with less than 100 employees located onsite MSFC shall have <u>no more than one</u> lost time injury during the past year.	> the applicable SIC rate <b>Exception:</b> Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given when <u>greater than two</u> lost time injuries are reported during the past year.
Grade Levels	I	II	III
Recognition	Formal award publicly recognized. Appropriate Past Performance referrals provided.	Formal letter of commendation – will impact contract evaluation and past performance. (Score must either be the same score or and higher from the last evaluation.)	Formal letter expressing concern. Corrective Action Plan requested. Data placed in Past Performance Database. Failure to improve could result in Contract Options not being exercised.

**NOTE: If the contractor's safety performance evaluation does not fall within one of the above categories, no recognition will be provided.**

- Deductions
  - Failure to report information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPG 8621.1), on a monthly basis, will result in a deduction of \$1,000 for each occurrence of failure to report. Information to be reported includes items listed in paragraph 6 of the clause.

**Safety Health (S) Management Implementation Guide and Assessment Matrix**

Score	Commitment and Involvement (Element 1)		Worksite System and Analysis (Element 2)	Hazard Prevention and Control (Element 3)	Safety and Health Training (Element 4)
	A. Management	B. Employee			
10	Benchmarking indicates "best in Class." In areas of visible management leadership, responsibility/accountability, meaningful metrics, and incentive/recognition systems.	Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment.	All subelements fully in place and functioning well for at least one year.	All programs and subelements fully functioning for one year, strong professional support.	All training processes functioning, all levels of personnel trained to identified needs, management training ongoing.
9	All subelements are in place and functioning well, but have as yet to reach full maturity.	All processes functioning but for limited time, employees involved to great extent.	All subelements in place, employees actively participating.	All programs and subelements in place and functioning.	All training processes established, management initial training complete.
8	One subelement not fully in place but all are being implemented.	Most processes in place, employee involvement growing.	All subelements functioning, employee participation growing.	At least five subelements functioning and one in final stage of implementation.	Most personnel trained to identified needs, training recordkeeping and recall system functioning.
7	Two subelements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread.	Process activities expanding through organization. Committees and teams functioning.	At least five subelements functioning and remainder established.	At least four subelements functioning, remaining two developing.	Management and supervisor training in process, specialized training in process.
6	All subelements in process or in place. Strong management leadership and commitment begun, metric systems in place, resourcing appropriate.	Employee representatives functioning, joint committees functioning, participating in risk assessment and accident investigation.	At least four subelements functioning and remaining three in process, employee participation beginning to spread through organization.	Medical and safety programs strengthening, emergency preparedness program established and exercised.	Management training in process developed, supervisor training developed, training recordkeeping and recall system developed.
5	Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system.	Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement).	All subelements established, employees beginning to participate.	Rules written, medical and safety programs developing Personal Protective Equipment adequate.	Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed.
4	Management commitment and leadership flowing down to workers, metric systems being developed, incentive/recognition system in process.	All processes being established, involvement and awareness enhancement growing.	At least five subelements initiated including self-assessment, hazard reporting, mishap close call investigations.	Rules in process, emergency preparedness program being developed.	Training development in process, specialized training established, mandatory training in process
3	Generally good management commitment and leadership, implementation plans approved for all elements.	All process needs identified, awareness and involvement enhancement activities begun.	Job Hazard analysis established, investigations strengthened and include employees.	Medical program initiated, safety and health program initiated.	Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established
2	Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.	Committees established, little activity, employee involvement beginning, awareness of process started.	Plans established to implement all subelements, at least two subelements beginning to function.	Personal protective equipment requirements established and being enforced, plans developed for other elements.	Training needs evaluation begun, training template forms developed.
1	Subelements have not been established to any significant extent, management leadership is lacking, little or no employee participation.	No committees, little or no employee involvement, no process, little process planning.	Two or fewer subelements established, no self-inspection, shallow accident investigation process.	Few or no programs or subelements established, few written rules, limited enforcement.	Training needs not established, no management training, limited or no supervisor training.